

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF * PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. <b>PR-R5-98-10038</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED <b>23 FEBRUARY 1999</b>	
6. REQUISITION/PURCHASE NO. <b>PR-R5-98-10038</b>		7. ISSUED BY (Hand Carried/Courier Address)  <b>U.S. EPA, REGION 5 ACQUISITION SECTION (MCC-10J) 77 W. JACKSON BLVD. Chicago, IL 60604</b>		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)  <b>U.S. EPA, REGION 5 ACQUISITION SECTION (MCC-10J) 77 W. JACKSON BLVD. Chicago, IL 60604</b>			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and handcarried, in the depository located in item 7 until 01:00 PM local time 4/12/99  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>GENE H. JACKSON</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)/E-MAIL ADDRESS <b>(312) 353-5028/ jackson.gene@epamail.epa.gov</b>
---------------------------	-----------------------------------	---

**11. TABLE OF CONTENTS**

(✓)	SEC.	DESCRIPTION	PAGE (S)	(✓)	SEC.	DESCRIPTION	PAGE (S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS			J	LIST OF ATTACHMENTS	
	C	DESCRIPTION/SPECS./WORK STATEMENT			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	D	PACKAGING AND MARKING			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	E	INSPECTION AND ACCEPTANCE			M	EVALUATION FACTORS FOR AWARD	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA					
	H	SPECIAL CONTRACT REQUIREMENTS					

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER [ ] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY  <b>Environmental Protection Agency Research Triangle Park Financial Management Cntr.(Mail Code MD-32) Research Triangle Park, NC 27711</b>	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

# **TABLE OF CONTENTS**

SOLICITATION, OFFER AND AWARD . . . . .	Page 1
PART I - THE SCHEDULE . . . . .	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS . . . . .	Page B-1
B.1 FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984) . . . . .	Page B-1
. . . . .	Page B-1
B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)	Page B-11
B.3 FIXED RATES FOR LABOR, EQUIPMENT, AND OTHER ITEMS . . .	Page B-12
B.4 ESTABLISHING FIXED RATES FOR LABOR, EQUIPMENT, AND OTHER ITEMS . . . . .	Page B-18
B.5 ADJUSTMENTS TO THE LOADED FIXED HOURLY RATES-DAVIS BACON ACT . . . . .	Page B-19
B.6 USE OF GALLEY TRAILERS . . . . .	Page B-20
B.7 OBLIGATION OF FUNDS FOR MINIMUM AMOUNT . . . . .	Page B-21
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT . . . . .	Page C-1
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) . . . . .	Page C-1
C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984) . . . . .	Page C-2
C.3 PERSONNEL QUALIFICATIONS . . . . .	Page C-13
C.4 PERSONAL PROTECTIVE EQUIPMENT . . . . .	Page C-19
C.5 MATERIALS . . . . .	Page C-20
C.6 SPECIAL EQUIPMENT SPECIFICATIONS . . . . .	Page C-21
C.7 INCORPORATION OF CONTRACTOR'S OFFER . . . . .	Page C-25
C.8 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998) . . . . .	Page C-25
C.9 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (APR 1997) . . . . .	Page C-27
SECTION D - PACKAGING AND MARKING . . . . .	Page D-1
D.1 SHIPMENT AND MARKING (EP 52.247-100) (APR 1984) . . . . .	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE . . . . .	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page E-1
E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984) . .	Page E-1
SECTION F - DELIVERIES OR PERFORMANCE . . . . .	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page F-1
F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION . . . . .	Page F-1
F.3 MONTHLY PROGRESS REPORT--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EPAAR 1552.210-73) (SEP 1990) DEVIATION . . . . .	Page F-7
F.4 WORKING FILES (EPAAR 1552.210-75) (APR 1984) DEVIATION .	Page F-9

F.5	USE OF RECOVERED MATERIALS . . . . .	Page F-9
F.6	EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984) . . . . .	Page F-15
SECTION G -	CONTRACT ADMINISTRATION DATA . . . . .	Page G-1
G.1	ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984) . . . . .	Page G-1
G.2	SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION . . . . .	Page G-1
G.3	INVOICE REQUIREMENTS . . . . .	Page G-3
G.4	PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (APR 1984) DEVIATION . . . . .	Page G-5
G.5	INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION .	Page G-8
G.6	CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992) . . . . .	Page G-10
G.7	CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984) . . . . .	Page G-11
G.8	FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EP 52.242-105) (MAR 1990) . . . . .	Page G-11
G.9	GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984) . . . . .	Page G-12
G.10	POST-AWARD CONFERENCE . . . . .	Page G-12
G.11	SUBCONTACT CONSENT APPROVAL LEVELS . . . . .	Page G-12
G.12	DECONTAMINATION OF CONTRACTOR-OWNED EQUIPMENT . . . . .	Page G-14
SECTION H -	SPECIAL CONTRACT REQUIREMENTS . . . . .	Page H-1
H.1	PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION . . . .	Page H-1
H.2	ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) . . . . .	Page H-2
H.3	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) . . . . .	Page H-3
H.4	LIMITATION OF FUTURE CONTRACTING (TCRR) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE I (MAR 1997) . . . . .	Page H-3
H.5	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990) . . . . .	Page H-5
H.6	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991) . . . . .	Page H-6
H.7	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) . . . . .	Page H-6
H.8	INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993) . . . . .	Page H-7
H.9	STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989) . .	Page H-7
H.10	LIMITATION ON REIMBURSEMENT FOR RENTAL EQUIPMENT (EP 52.231-305) (APR 1992) . . . . .	Page H-7
H.11	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984) . . . . .	Page H-8
H.12	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984) . . . . .	Page H-9
H.13	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996) . . . . .	Page H-10
H.14	TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION . . . . .	Page H-11
H.15	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984) . . . . .	Page H-12
H.16	PUBLICITY (EPAAR 1552.237-74) (APR 1984) . . . . .	Page H-13
H.17	PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)	Page H-13

H.18	FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984) DEVIATION . . . . .	Page H-13
H.19	CONFIDENTIALITY OF INFORMATION . . . . .	Page H-13
H.20	ACCESS RIGHTS AND ACCESS AGREEMENTS . . . . .	Page H-13
H.21	HEALTH AND SAFETY . . . . .	Page H-14
H.22	AUTHORITY TO TAKE DIRECTION . . . . .	Page H-14
H.23	GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) . . . . .	Page H-15
H.24	USE OF ERRS COMPANY-OWNED LABORATORIES . . . . .	Page H-15
H.25	REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES . . . . .	Page H-15
H.26	TASK ORDERS . . . . .	Page H-16
H.27	CLOSEOUT OF TASK ORDERS . . . . .	Page H-18
H.28	TASK ORDER CONFLICT OF INTEREST CERTIFICATION . . . . .	Page H-19
H.29	DATA . . . . .	Page H-19
H.30	RETENTION AND AVAILABILITY OF CONTRACTOR FILES . . . . .	Page H-20
H.31	REMOVAL COST MANAGEMENT SOFTWARE SYSTEM . . . . .	Page H-21
H.32	REGIONAL CROSSOVER . . . . .	Page H-23
H.33	PUBLIC COMMUNICATION . . . . .	Page H-23
H.34	DAVIS-BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION BY TASK ORDER . . . . .	Page H-23
H.35	SCHEDULE FOR DBA WAGE DETERMINATIONS . . . . .	Page H-24
H.36	DBA WAGE DETERMINATION FOR SUBCONTRACTS . . . . .	Page H-24
H.37	PERFORMANCE BONDS . . . . .	Page H-24
H.38	DBA LABOR RATES AND ADJUSTMENT TO FIXED HOURLY LABOR RATES . . . . .	Page H-24
H.39	PAYMENT BONDS . . . . .	Page H-26
H.40	CONTRACTOR PERFORMANCE MEETINGS . . . . .	Page H-26
H.41	ANNUAL INCURRED COST SUMMARY FOR MATERIALS/OTHER DIRECT COSTS/SUBCONTRACTS . . . . .	Page H-27
PART II	- CONTRACT CLAUSES . . . . .	Page I-1
SECTION I	- CONTRACT CLAUSES . . . . .	Page I-1
I.1	NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page I-1
I.2	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997) . . . . .	Page I-2
I.3	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION . . . . .	Page I-3
I.4	NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997) DEVIATION . . . . .	Page I-3
I.5	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997) . . . . .	Page I-4
I.6	ORDERING (FAR 52.216-18) (OCT 1995) . . . . .	Page I-5
I.7	ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995) . . . . .	Page I-5
I.8	INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995) . . . . .	Page I-6
I.9	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989) . . . . .	Page I-7
I.10	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998) . . . . .	Page I-7
I.11	CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (FAR 52.223-9) (OCT 1997) . . . . .	Page I-7

I.12	IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)	Page I-8
I.13	SUBCONTRACTS (FAR 52.244-2) (AUG 1998)	Page I-9
I.14	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)	Page I-11
I.15	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION	Page I-12
I.16	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)	Page I-17
I.17	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	Page I-18
I.18	ALTERATIONS IN CONTRACT (FAR 52.252-4) (APR 1984) DEVIATION	Page I-18
I.19	AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)	Page I-19
I.20	ADDITIONAL CONTRACT CLAUSES INCORPORATED BY REFERENCE	Page I-19
I.21	COMPUTER GENERATED FORMS (FAR 52.253-1) (JAN 1991) DEVIATION	Page I-20
PART III	- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	Page J-1
SECTION J	- LIST OF ATTACHMENTS	Page J-1
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)	Page J-1
PART IV	- REPRESENTATIONS AND INSTRUCTIONS	Page K-1
SECTION K	- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	Page K-1
K.1	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)	Page K-1
K.2	TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)	Page K-1
K.3	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)	Page K-3
K.4	TYPE OF BUSINESS ORGANIZATION (FAR 52.215-4) (OCT 1997)	Page K-4
K.5	PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)	Page K-4
K.6	SMALL BUSINESS PRORAM REPRESENTATIONS (FAR 52.219-1) (OCT 1998) ALTERNATE II (JAN 1999)	Page K-5
K.7	SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (JAN 1997)	Page K-6
K.8	CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)	Page K-7
K.9	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)	Page K-8
K.10	AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)	Page K-8
K.11	CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)	Page K-8
K.12	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)	Page K-9
K.13	BUY AMERICAN CERTIFICATE (FAR 52.225-1) (DEC 1989)	Page K-9
K.14	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FAR 52.225-8) (JAN 1994)	Page K-10

K.15	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)	Page K-10
K.16	GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76) (APR 1984)	Page K-11
K.17	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)	Page K-14
K.18	SIGNATURE BLOCK (EP 52.299-900) (APR 1984)	Page K-14
SECTION L -	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	Page L-1
L.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page L-1
L.2	FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)	Page L-1
L.3	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997)	Page L-1
L.4	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION	Page L-2
L.5	SIC CODE AND SMALL BUSINESS SIZE STANDARD (FAR 52.219-22) (JAN 1991)	Page L-2
L.6	SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)	Page L-3
L.7	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)	Page L-3
L.8	AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)	Page L-3
L.9	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)	Page L-4
L.10	USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-155) (JUL 1990)	Page L-4
L.11	INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION	Page L-4
L.12	INSTRUCTIONS FOR THE PREPARATION OF BUSINESS AND COST OR PRICING PROPOSALS, OTHER WRITTEN INFORMATION, AND ORAL PRESENTATIONS	Page L-12
L.13	CONFLICT OF INTEREST PLAN	Page L-16
L.14	MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS	Page L-16
L.15	MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLAN	Page L-18
L.16	MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION PLANS	Page L-19
L.17	PAST PERFORMANCE INFORMATION (EP 52.215-105) (DEC 1995) DEVIATION	Page L-20
L.18	TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)	Page L-22
L.19	RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)	Page L-22
L.20	EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)	Page L-23
L.21	IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)	Page L-23
L.22	COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)	Page L-23
L.23	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (MAR 1997)	Page L-23

SECTION M - EVALUATION FACTORS FOR AWARD . . . . .	Page M-1
M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996) . . . . .	Page M-1
M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996) . . . . .	Page M-1
M.3 EVALUATION OF PLANS SUBMITTED IN ACCORDANCE WITH THE SECTION L PROVISION ENTITLED "INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION" . . . . .	Page M-3
GENERAL WAGE DETERMINATION UNDER THE DAVIS-BACON ACT . . . . .	Page 1-1
DBA COMPENSATION WORKSHEET . . . . .	Page 2-1
EPA REQUIREMENTS FOR QUALITY MANAGEMENT PLANS (EPA QA/R2), OCTOBER 1998 . . . . .	Page 3-1
EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS FOR ENVIRONMENTAL DATA OPERATIONS (EPA QA/R-5), OCTOBER 1998 . . . . .	Page 4-1
REGION 5 SUPERFUND MODEL QUALITY ASSURANCE PROJECT PLAN, REVISION 1 MAY 1996 . . . . .	Page 5-1
GUIDANCE ON QUALITY ASSURANCE PROJECT PLANS (QA/G-5), FEBRUARY 1998 .	Page 6-1
QA/QC GUIDANCE FOR REMOVAL ACTIVITIES: SAMPLING QA/QC PLAN AND DATA VALIDATION PROCEDURES, INTERIM FINAL GUIDANCE, OSWER DIRECTIVE 9360.4-01, EPA/540/G-90/004, APRIL 1990 . . . . .	Page 7-1
USING QUALIFIED DATA TO DOCUMENT AN OBSERVED RELEASE AND OBSERVED CONTAINMENT . . . . .	Page 8-1
EPA FORM 1900-55, CONTRACTOR DAILY COST REPORT . . . . .	Page 9-1
INVOICE PREPARATION INSTRUCTIONS . . . . .	Page 10-1
SITE SPECIFIC INVOICING REQUIREMENTS . . . . .	Page 11-1
SERVICE CONTRACT ACT WAGE DETERMINATION . . . . .	Page 12-1
CLIENT AUTHORIZATION LETTER . . . . .	Page 13-1
PAST PERFORMANCE QUESTIONNAIRE . . . . .	Page 14-1

**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984)**

The following fixed rates shall apply for payment purposes for the duration of the contract.

(a) Fixed labor rates apply to all individuals employed under this contract. Fixed equipment rates apply to all equipment items listed in the Schedule. Fixed rates for labor and equipment items apply whether supplied by the prime contractor, team subcontractors, third-party subcontractors, or short-term lease/rental agreement.

(b)(1) If the Government requires and the Contractor provides an equipment item for which a fixed rate has not been established, a fixed rate shall be negotiated on a site-by-site basis, retroactive to the date the equipment category was first utilized on site.

(2) If the Government requires and the Contractor provides labor categories for which a fixed rate has not been established, a fixed rate shall be negotiated on a site-by-site basis, retroactive to the date the labor category was first utilized on site.

(c)(1) The rate or rates set forth above cover all expenses, including reports preparation, clerical support, salaries, all indirect costs such as overhead, general and administrative expenses and profit. The labor rates shall include any premiums, if applicable, for all levels of personal protection and/or hazardous duty pay, and non-consumable personal protective equipment (reference Section C clause, PERSONAL PROTECTIVE EQUIPMENT, valued at \$1,000.00 or less.

(2) The Contractor shall only invoice for the time of personnel whose services are applied directly to the work called for in the individual Task Order and accepted by the Federal On-Scene Coordinator (FOSC).

(d) Establishment of Fixed Rates for Thirty-Six (36) Month Period

(1) Personnel

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
0001	1-05-01	Junior Response Manager			
0001AA		Straight Time	3,000	_____	_____
0001AB		Overtime	505	_____	_____
0002	1-05-02	Senior Response Manager			



0002AA		Straight Time	3,000	_____	_____
0002AB		Overtime	505	_____	_____
0003	1-10-01	Foreman			
0003AA		Straight Time	2,750	_____	_____
0003AB		Overtime	475	_____	_____
0004	2-03-01	Clean-Up Technician			
0004AA		Straight Time	7,380	_____	_____
0004AB		Overtime	1,845	_____	_____
0005	2-05-01	Equipment Operator			
0005AA		Straight Time	4,025	_____	_____
0005AB		Overtime	710	_____	_____
0006	2-13-01	Field Cost Administrator			
0006AA		Straight Time	4,025	_____	_____
0006AB		Overtime	685	_____	_____
0007	2-20-01	Truck Driver			
0007AA		Straight Time	375	_____	_____
0007AB		Overtime	65	_____	_____
0008	2-30-01	Laborer/Non 40 Hr			
0008AA		Straight Time	325	_____	_____
0008AB		Overtime	65	_____	_____
0009	3-08-01	Construction Inspector			
0009AA		Straight Time	125	_____	_____
0010	3-10-01	Electrician			
0010AA		Straight Time	65	_____	_____
0010AB		Overtime	25	_____	_____
0011	4-01-01	Chemist, Organic			
0011AA		Straight Time	610	_____	_____
0011AB		Overtime	100	_____	_____
0012	4-08-01	Computer Operator			
0012AA		Straight Time	35	_____	_____
0012AB		Overtime	15	_____	_____
0013	4-25-01	Hydrogeologist			
0013AA		Straight Time	80	_____	_____
0013AB		Overtime	25	_____	_____
0014	4-30-01	Ind Hygienist/Site Safety Inspector			
0014AA		Straight Time	135	_____	_____
0014AB		Overtime	15	_____	_____
0015	4-45-01	Radiation Specialist			
0015AA		Straight Time	75	_____	_____
0015AB		Overtime	25	_____	_____
0016	4-50-01	Site Safety			
0016AA		Straight Time	225	_____	_____

0016AB		Overtime	50	_____	_____
0017	4-55-01	Diver Supervisor			
0017AA		Straight Time	65	_____	_____
0017AB		Overtime	45	_____	_____
0018	4-56-01	Diver Tender			
0018AA		Straight Time	65	_____	_____
0018AB		Overtime	45	_____	_____
0019	4-57-01	Diver			
		Sub CLINS are Straight Time per State in Region 5			
0019AA		Straight Time/MN	20.83	_____	_____
0019AB		Straight Time/IN	20.83	_____	_____
0019AC		Straight Time/OH	20.83	_____	_____
0019AD		Straight Time/IL	20.83	_____	_____
0019AE		Straight Time/MI	20.83	_____	_____
0019AF		Straight Time/WI	20.83	_____	_____
0020		Diver Overtim			
		Sub CLINS are Overtime per State in Region 5			
0020AA		Overtime/MN	12.50	_____	_____
0020AB		Overtime/IN	12.50	_____	_____
0020AC		Overtime/OH	12.50	_____	_____
0020AD		Overtime/IL	12.50	_____	_____
0020AE		Overtime/MI	12.50	_____	_____
0020AF		Overtime/WI	12.50	_____	_____
0021	5-20-01	T&D Coordinator			
0021AA		Straight Time	750	_____	_____

(2) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Daily Rate</u>	<u>Total</u>
0022	1-01-10	Truck-Boom-2 Ton	36	_____	_____
0023	1-03-10	Truck-Box-1 ton	18	_____	_____
0024	1-03-20	Truck-Box-2 ton	18	_____	_____
0025	1-09-10	Truck-Car-Passenger	90	_____	_____
0026	1-15-10	Truck-Dump Articulated, CAT D30D	45	_____	_____
0027	1-15-42	Truck-Dump Fixed box 10/20 yds	15	_____	_____
0028	1-36-10	Truck-Pickup 2 wheel drive	300	_____	_____
0029	1-36-20	Truck-Pickup 4 wheel drive	180	_____	_____

0030	1-39-20	Truck, Emergency Resp	45	_____	_____
		(Small Box Truck equipped with personnel safety (Level B and C) and Communications equipment, air monitoring equipment, barrel cart, empty drums and overpacks, sorbants, pumps and hoses, and other Spill response equipment)			
0031	1-42-10	Truck Road Tractor	35	_____	_____
0032	1-45-10	Truck-Stake bed-1 ton	45	_____	_____
0033	1-45-20	Truck-Stake bed-2 ton	90	_____	_____
0034	1-51-38	Truck-Vacuum 3800 gallons/Dump	36	_____	_____
0035	1-54-30	Truck-Passenger Van	90	_____	_____
0036	2-20-20	Trailer-Decon 8x20	110	_____	_____
0037	2-20-40	Trailer-Decon With Showers 8x30	45	_____	_____
0038	2-20-41	Trailer-Decon Without Showers 8x30	135	_____	_____
0039	2-45-10	Trailer-Lowboy-9 ton	15	_____	_____
0040	2-45-20	Trailer-Lowboy-20 ton	25	_____	_____
0041	2-45-30	Trailer-Lowboy-30 ton	15	_____	_____
0042	2-45-50	Trailer-Lowboy-50 ton	25	_____	_____
0043	2-67-10	Trailer-Skid Unit Vacuum/1500 gal	25	_____	_____
0044	2-70-10	Trailer-Storage Approx. 20 ft.	35	_____	_____
0045	2-70-20	Trailer-Storage Approx. 40 ft.	70	_____	_____
0046	3-00-22	Heavy Equipment-Attachment Grappler Demolition, Hydraulic claw mounts on Excavator	18	_____	_____
0047	3-00-26	Heavy Equipment-Attachment Grappler Drum/Hydraulic	35	_____	_____
0048	3-00-35	Heavy Equipment-Attachment HoRam-Hydraulic	15	_____	_____

0049	3-01-10	Heavy Equipment Backhoe-CASE 580	100	_____	_____
0050	3-01-20	Heavy Equipment Backhoe-CAT 436/438/426	18	_____	_____
0051	3-01-30	Heavy Equipment Backhoe-Extendahoe	18	_____	_____
0052	3-10-10	Heavy Equipment Bulldozer-CAT D3C	35	_____	_____
0053	3-10-40	Heavy Equipment Bulldozer-CAT D6H	18	_____	_____
0054	3-10-60	Heavy Equipment Bulldozer-CAT D8	18	_____	_____
0055	3-15-10	Heavy Equipment-Compactor CAT 815 (Sheepsfoot)	15	_____	_____
0056	3-15-15	Heavy Equipment-Compactor CAT-CS 323C Roller (Vibratory)	15	_____	_____
0057	3-15-20	Heavy Equipment-Compactor CAT-CS 433C Roller (Vibratory)	15	_____	_____
0058	3-15-30	Heavy Equipment-Compactor Sheepsfoot Attachment, Dozer tag-along	15	_____	_____
0059	3-27-10	Heavy Equipment Drum-Crusher, Hydraulic Single drum capacity	15	_____	_____
0060	3-30-33	Heavy Equipment-Excavator Gradall/Wheeled, Mid-sized Wheeled excavators	10	_____	_____
0061	3-30-40	Heavy Equipment-Excavator CAT 205LC/312	45	_____	_____
0062	3-30-55	Heavy Equipment-Excavator CAT 215C/315	135	_____	_____
0063	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	90	_____	_____
0064	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	90	_____	_____

0065	3-35-14	Heavy Equipment Forklift-Telescopic Rough terrain, minimum Lifting capacity of 5,000 pounds	15	_____	_____
0066	3-55-30	Heavy Equipment-Loader Track-CAT 943/ 939-1.5 cyd	30	_____	_____
0067	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	135	_____	_____
0068	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	45	_____	_____
0069	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	45	_____	_____
0070	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	65	_____	_____
0071	3-65-10	Heavy Equipment Scraper Self Loader, CAT 615 or equivalent	25	_____	_____
0072	3-65-20	Heavy Equipment-Scraper Non-self loading, requires Dozer assistance	35	_____	_____
0073	3-70-10	Heavy Equipment-Shears Boom attachment/small, LaBounty 110 or Equivalent	18	_____	_____
0074	3-70-12	Heavy Equipment-Shears Boom attachment/large, LaBounty 116 or Equivalent	18	_____	_____
0075	3-95-10	Heavy Equipment-Uni Loader with bucket, Bobcat 633 Or equivalent	45	_____	_____
0076	3-95-25	Heavy Equipment-Uni Loader Forks attachment	25	_____	_____
0077	3-95-35	Heavy Equipment-Uni Loader Barrel grapppler attachment	18	_____	_____
0078	4-06-35	Laboratory Analyzer Hazcat System w/o fume Hood	15	_____	_____

0079	4-49-20	Laboratory-Fume Hood-Vented	15	_____	_____
0080	5-01-12	Safety-Meter/Monitor Explosion/Oxygen (digital)	18	_____	_____
0081	5-01-20	Safety-Meter/Monitor Hnu (PID) (digital)	18	_____	_____
0082	5-01-25	Safety-Meter/Monitor OVA (FID) (digital)	18	_____	_____
0083	5-01-32	Safety-Meter/Monitor Alpha Meter, Ludlum	15	_____	_____
0084	5-01-33	Safety-Meter/Monitor Beta Gamma Meter, Ludlum	15	_____	_____
0085	5-01-40	Safety-Meter/Monitor Aerosol/Miniram	15	_____	_____
0086	5-01-41	Safety-Meter/Monitor Aerosol/Ram	15	_____	_____
0087	5-05-40	Safety-PPE-Level A/Suit	24	_____	_____
0088	5-05-51	Safety-PPE-Level B SCBA/Low Pres	135	_____	_____
0089	5-15-10	Safety-Radio-Handheld	135	_____	_____
0090	5-15-20	Safety-Radio-Portable Base	18	_____	_____
0091	6-39-30	Treatment Pool 10,000 gallons	30	_____	_____
0092	6-39-45	Treatment Pool 20,000 gallons	30	_____	_____
0093	6-39-50	Treatment Pool 50,000 gallons	18	_____	_____
0094	7-01-10	Field Equipment-Air Blower Portable/300 CFM	15	_____	_____
0095	7-01-12	Field Equipment-Air Blower Portable/3000 CFM	15	_____	_____
0096	7-15-20	Field Equipment Boat-14/16 ft	25	_____	_____

0097	7-15-30	Field Equipment Boat-21 ft	35	_____	_____
0098	7-15-35	Field Equipment Boat-26-30 ft	25	_____	_____
0099	7-15-42	Field Equipment Boat Motor 10 to 50 HP	25	_____	_____
0100	7-15-43	Field Equipment Boat Motor > 50 HP	35	_____	_____
0101	7-15-45	Field Equipment Boat Motor > 100 HP	25	_____	_____
0102	7-21-10	Field Equipment Compressor/Air-185 CFM	18	_____	_____
0103	7-21-20	Field Equipment Compressor/Air>200 CFM	10	_____	_____
0104	7-23-20	Field Equipment Computer-Portable PC	450	_____	_____
0105	7-23-25	Field Equipment Computer CAD	18	_____	_____
0106	7-33-10	Field Equipment Cutting Torch	15	_____	_____
0107	7-36-05	Field Equipment Diving Scuba	30	_____	_____
0108	7-36-10	Field Equipment Diving Hard Hat Shallow	30	_____	_____
0109	7-51-05	Field Equipment Generator-5 KW	65	_____	_____
0110	7-51-40	Field Equipment Generator-50 KW	65	_____	_____
0111	7-51-55	Field Equipment Generator-150 KW	15	_____	_____
0112	7-51-60	Field Equipment Generator-350 KW	10	_____	_____
0113	7-55-11	Field Equipment Hose-Discharge/2" 50' Section	18	_____	_____

0114	7-55-12	Field Equipment Hose-Discharge/3" 50' Section	18	_____	_____
0115	7-55-13	Field Equipment Hose-Discharge/4" 50' Section	18	_____	_____
0116	7-55-21	Field Equipment Hose-Fire-2" 100 ft Section	18	_____	_____
0117	7-55-31	Field Equipment Hose-Suction 2" 20' Section	18	_____	_____
0118	7-55-32	Field Equipment Hose-Suction 3" 20' Section	18	_____	_____
0119	7-55-33	Field Equipment Hose-Suction 4" 20' Section	18	_____	_____
0120	7-67-10	Field Equipment Lighting Conventional Portable Light Stand Requiring a separate Electrical power Source	90	_____	_____
0121	7-67-20	Field Equipment Lighting-Explosion Proof, Portable Light Stand requiring A separate electrical Power source w/intrinsically Safe lighting for use in A potentially Combustible atmosphere	15	_____	_____
0122	7-67-30	Field Equipment Lighting-Light Plant Four (4) lights w/a Diesel generator	15	_____	_____
0123	7-73-32	Field Equipment Oil Skimmer w/o Power	15	_____	_____
0124	7-73-40	Field Equipment Oil Skimmer Heads	15	_____	_____
0125	7-85-10	Field Equipment Scales-Portable	15	_____	_____



0126	7-90-20	Field Equipment Steam Jenny, 3,000 psi	45	_____	_____
0127	7-96-04	Field Equipment-Water Laser LO-Pressure Single Wand, 2,500 psi	30	_____	_____
0128	7-96-08	Field Equipment-Water Laser MED-Pressure Single Wand 6,000 psi	15	_____	_____
0129	7-96-12	Field Equipment-Water Laser HI-Pressure Single Wand, 10,000 psi	15	_____	_____
0130	7-97-10	Field Equipment Welder-Unit	15	_____	_____
0131	8-01-20	Pump-Acid-2 inch	18	_____	_____
0132	8-12-20	Pump-Centrifugal-2 inch	45	_____	_____
0133	8-12-30	Pump-Centrifugal-3 inch	18	_____	_____
0134	8-12-40	Pump-Centrifugal-4 inch	18	_____	_____
0135	8-18-26	Pump-Double Diaphragm Teflon 2 inch	30	_____	_____
0136	8-18-36	Pump-Double Diaphragm Teflon 3 inch	15	_____	_____
0137	8-18-46	Pump-Double Diaphragm Teflon 4 inch	15	_____	_____
0138	8-54-10	Pump-Trash-2 inch	15	_____	_____
0139	8-54-15	Pump-Trash-3 inch	15	_____	_____
0140	8-54-20	Pump-Trash-4 inch	15	_____	_____
0141	9-05-05	Oil Boom-Harbor Overall height of 12" (Float and skirt) with a 6" Skirt (minimum)	250	_____	_____
0142	9-05-10	Oil Boom-Harbor Overall height of 24" (Float and skirt)with an 18" Skirt (minimum)	180	_____	_____
0143	9-15-05	Oil Skimmer-Drum	50	_____	_____
0144	9-15-10	Oil-Skimmer Rope	18	_____	_____
0145	9-15-20	Oil-Skimmer Oleophillic 20-30 gallons/minute	18	_____	_____
0146	9-15-35	Oil-Skimmer Weir/Suction 10-50 gallons/minute	18	_____	_____

0147	9-15-35	Oil-Skimmer Weir/Suction Skimpac 10-300 gallons/minute	18	_____	_____
Equipment Subtotal (Total of CLINs 0022 through 0147)				_____	
Labor and Equipment Subtotal.....				\$_____	
0148	0-00-01	Materials/Other Direct Costs/ Subcontracts			<u>\$2,869,531</u>
0149	0-00-02	Ceiling Rate		_____ %	_____
Materials/ODCs/Subcontracts Subtotal (Total of CLINs 0148 and 0149)				\$_____	
<b>Total*</b> .....				\$_____	

(\*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts Subtotals)

See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF BUSINESS AND COST OR PRICING PROPOSALS, OTHER WRITTEN INFORMATION, AND ORAL PRESENTATIONS" for instructions.

## **B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)**

During the period specified in Section I clause entitled ORDERING, the Government shall place an initial task order totaling a minimum of \$50,000.00. The amount of all orders will not exceed \$5,000,000.00.

## **B.3 FIXED RATES FOR LABOR, EQUIPMENT, AND OTHER ITEMS**

### **(a) LABOR**

(1) The fixed rates for labor, equipment, and other items specified in the Section B clause entitled FIXED RATES FOR SERVICES -- TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130)(APR 1984), are inclusive of all expenses, including report preparation, salaries, overhead, general and administrative expenses, all levels of personal protection as outlined in Section C clause entitled PERSONAL PROTECTIVE EQUIPMENT, subparagraph's (c),(d),(e),(f), with the exception of consumable items such as disposable protective suits, disposable gloves, disposable booties, disposable chemical resistant coveralls, and disposable chemical resistant outer boots, and profit.

(2) The straight time rates for exempt (i.e., salaried professional) employees shall be charged for the first 40 hours worked by an employee during any 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. EPA will not reimburse the Contractor after 40 hours of work in any 7-day calendar week, unless the employee is actually paid straight/overtime. Reimbursement is contingent upon the contractor having actually paid such straight time/overtime to employees.

(3) Straight time rates for non-exempt (i.e., non-professional, hourly wages) shall be charged for the first 40 hours worked by an employee during any 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. Overtime rates for non-exempt employees shall apply for work in excess of 40 hours per 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. Reimbursement of allowable overtime is contingent upon the Contractor having actually paid such overtime to employees. Notwithstanding the terms and conditions of the Section G clause entitled PAYMENTS - FIXED-RATE SERVICES CONTRACT, all overtime work must be approved in advance, in writing, by the Contracting Officer (CO) or the FOSC.

(4)(a) Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed. Fractional parts of an hour will be payable on a prorated basis. The number of hours for which the EPA will reimburse the Contractor shall include only the time for employees (prime Contractor or subcontractor) whose services are applied to the performance of work specified in individual task orders issued under this contract. Time on site during break periods and lunch periods will be allowable only if required under the Davis-Bacon Act, site safety, Department of Labor, collective bargaining agreement(s), existing company payroll policy, or any other provisions approved in advance by the CO, FOSC, or other designated Federal official. The time of these periods shall be certified on EPA Form 1900-55, Contractor Daily Report.

(b) When the Contractor is authorized in advance to bill for break periods and/or lunch periods, the individual employees must be paid for break and/or lunch periods. If the employees are not paid for break and/or lunch periods, the Contractor will not be reimbursed for such time.

(5) When an individual employee's normally assigned category of labor is different from a category of labor that the employee is assigned to perform during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid for the appropriate category of labor. For example, a Chemist, performing the duties of a Laborer, shall be charged at the fixed rate of a Laborer during the period of time that the employee is performing as a laborer, regardless of whether or not the Contractor is paying that employee as a Chemist. However, a Laborer, performing the duties of a Truck Driver, shall be charged at the fixed rate of a Truck Driver during the period of time that the employee is performing as a Truck Driver, provided that the employee is paid by the contractor at the rate of a Truck Driver. The employee must meet the qualifications set forth under this contract for the labor category being performed.

(6) In the event that ongoing on-site work is interrupted at any time due to inclement weather, unsafe conditions, or some other conditions beyond either the control of the Contractor or the control of the Government, EPA will not reimburse the Contractor for any labor costs during such interruptions; unless demobilization is justified or the Contractor is obligated by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions, to pay an employee during such interruptions.

## (b) HOLIDAY TIME

(1) The Government recognizes the following federally observed holidays:

New Year's Day, January 1	Labor Day, 1st Monday in September
Martin Luther King Jr.'s Birthday, 3rd Monday in January	Columbus Day, 2nd Monday in October
President's Day, 3rd Monday in February	Veterans Day, November 11
Memorial Day, last Monday in May	Thanksgiving Day, 4th Thursday in November
Independence Day, July 4	Christmas Day, December 25

Holidays that fall on Saturday are observed on the previous Friday.  
Holidays that fall on Sunday are observed on the following Monday.

(2) If the Contractor pays Contractor employees for any work conducted on any of the holidays listed above for work under this contract, the Government will reimburse the Contractor in accordance with the Contractor's existing payroll policy.

## (c) TRAVEL

(1) When an employee with a classification subject to the Section I clauses entitled SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41)(MAY 1989), or "DAVIS-BACON ACT (FAR 52.222-6)(FEB 1995)", is required to travel in excess of fifty (50) miles one way from their residence or place of employment (whichever is less) to a site and return, and if such travel extends beyond their normal working hours, then the travel time shall be considered work time. Reimbursement will be made by the EPA at appropriate straight time rates, unless specified otherwise in the Contractor's written payroll policy or collective bargaining agreement(s). When the hours worked are in excess of forty (40) hours per week, then travel time is considered work time for which overtime shall be paid at the applicable overtime rate. However, notwithstanding the terms and conditions of the Section G clause entitled, PAYMENTS - FIXED RATE SERVICES CONTRACT, all overtime work must be approved in advance, in writing, by the CO or the FOSC. If an exempt (salaried professional) employee travels and such travel results in a workday in excess of a standard workday, the EPA will not reimburse the contractor after 40 hours of work in any seven day calendar week unless the employee is actually paid straight time/overtime. Reimbursement for travel time will not be made by EPA if the Contractor's employee(s) is/are not paid for travel time.

(2) For any employee, routine daily commuting time (less than 50 miles one-way) to and from the work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location.

(3)(a) Except as explicitly set forth below, the Contractor shall be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the EPA conducting the same travel while on Government business. In determining the dollar value of allowable Contractor employee travel costs, the limitations of the Federal Travel Regulations (FTRs), effective on the date of travel, will apply to

Contractor employees to the same extent that they apply to Federal Government employees. Accordingly, to the maximum extent practicable and consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for travel by bonafide employees of the Contractor, provided that the travel is otherwise reimbursable as a direct cost under this contract and when use of such rates results in the lowest overall cost. The Contractor shall submit requests, including the employee's name and position, for specific authorization to use these rates to the CO.

(b) Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation (FAR) Subpart 31.205-46, Travel Costs. Reimbursement of travel expenses by the Government will be consistent with the FTRs, effective on the date of travel. In the event that the Contractor cannot negotiate a lodging rate at or below the FTR rate, the Contractor shall submit a request for payment of actual lodging costs to the Contracting Officer for approval prior to incurring any charges for lodging at the site.

(4)(a) Consistent with the expected duration of the site and to the maximum extent practicable, the Contractor shall ensure that lodging is secured on "other than a daily rate basis" so that the maximum quantity and term discounts are achieved.

(b) Further, on long-term sites, to the maximum extent practicable, the Contractor shall secure full service lodging suites inclusive of kitchen facilities. A long-term site is defined as an active site with a duration of more than sixty (60) days. When this is accomplished, subsistence will be adjusted by a percentage applied to the offeror's standard policy for reimbursement for meals and incidental expenses, as negotiated for individual task orders.

(c) Personnel subject to this limitation include alternate relief personnel mobilizing to an existing long-term site.

(5)(a) The CO, OSC or other designated Federal official may decide not to have work performed during a weekend or holiday for the convenience of the site personnel. This is not considered a demobilization. On such weekends or holidays, contractor employees may travel to the company home/base but may not be paid hourly rates for the travel. Travel costs may be reimbursed up to the amount of the per diem/lodging they would have incurred had they stayed at the site, but not over that amount.

(b) The CO, OSC or other designated Federal official may authorize contractor employees to travel to the company/home base at Government expense once every three (3) weeks and reasonable travel costs will be reimbursed by the Government, even if they are higher than the per diem/lodging they would have incurred had they stayed at the site. Per diem/lodging shall not be payable for those days away from the site. The contractor employee may not be paid hourly rates for the travel.

(6) The Contractor's primary mobilization point for establishing reasonableness for costs associated with personnel travel is:

\_\_\_\_\_ (TO BE COMPLETED BY OFFEROR AS PART OF ITS OFFER.)

(7)(a) The Contractor agrees to make every effort to mobilize field personnel from the nearest available location to the site of the cleanup. In no event shall travel charges exceed the charge incurred when mobilizing employees from the Contractor's primary mobilization point.

(7)(b) Actual labor costs incurred in support of mobilization and demobilization may be allowable direct costs under the contract consistent with the contractor's accounting system. Time permitting, the contractor shall receive advance written approval from the OSC for these costs. An example of this type would be the labor time to pack or prepare the necessary equipment for the response.

(7)(c) Contractor employee travel hours can be charged for an actual demobilization. A site demobilization will occur only for a technical reason, e.g., no field work can be carried out until disposal arrangements are finalized, excessive rain has made site conditions such that work cannot be performed, etc.

**NOTE: If work is interrupted for a holiday or weekend, it is not a demobilization.**

(8) In cases where the contractor's collective bargaining agreement (CBA) (as disclosed to the Government at the time of award) conflicts provisions of this contract, the CBA shall take precedence over the contract provision. This provision only applies to the CBA in effect at the time of award. The applicability/effects of future CBAs on this contract shall be negotiated prior to the time such agreements become effective. The contractor shall identify to the OSC, which of those employees on site are covered by the CBA.

(9) Once employees are working on site, the Contractor may elect to make personnel substitutions. However, the EPA will not pay any associated travel charges for any such substitution unless determined to be appropriate by the FOSC. On occasions where an employee takes sick or vacation leave from an EPA site, the Government will not pay any travel costs associated with the departing employee or for the employee designated as his replacement.

(10) Nothing in this clause shall authorize transportation, lodging or accommodations, or related services which are not otherwise reimbursable under this contract. Nothing in this clause requires vendors to make available to the Contractor city-pair contract fares, other Government discount air fares, or special hotel/motel rates.

(d) EQUIPMENT

(1) Equipment rates constitute rental charges to the Government for use of items of equipment. The daily rates in Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT, are allowable charges for each calendar day or part thereof, that a piece of equipment, which has been ordered by the FOSC, is mobilized to the site, on-site, and demobilized. A

calendar day begins at 0000 hours and ends at twenty-four hundred (2400) hours (military time). Equipment rates are not allowable charges during weekends and holiday periods when there is no cleanup activity scheduled on site. Such rates are exclusive of costs for operators and fuel, unless otherwise specified. All equipment must be provided in good working condition, and any routine maintenance or repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the contractor's expense. Repairs and maintenance performed on or off site by fixed rate labor personnel shall be excluded from the labor charged during such occurrences. "Down time" associated with repairs or maintenance shall be at no charge to the EPA. No extra charges for normal operation of equipment items other than those specified in Section C clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT.

(2) The daily rate for equipment shall not be an allowable charge to the contract when the equipment is not available for use. Examples of "not available for use" are scheduled maintenance, breakdowns, and repairs and time lost awaiting shipment for the convenience of the Contractor. The Contractor shall prorate the daily charges so that the Government is not charged for equipment downtime. For each hour that equipment is in downtime, the daily rate shall be reduced by 1/10th. All equipment usage must be approved in advance by the FOSC.

(3) The contractor's primary equipment inventory point is \_\_\_\_\_ (TO BE COMPLETED BY OFFEROR AS PART OF ITS OFFER). Once provided, the Contractor may elect to substitute identical equipment types for what is already on-site, at no additional cost to the Government.

(4) When the Contractor elects to remove an item of equipment from the site during the period of the task order, such removal shall be permitted, subject to the consent of the FOSC, provided that the equipment is returned to the site for use when required by the FOSC. No charges shall be incurred by the Government for that site during the period when the equipment is being removed from the site, during the period that the equipment is off-site, and during the period when the equipment is being returned to the site.

(5) After being informed by the FOSC that the equipment is no longer needed at the site, the equipment shall not be charged to the contract.

(6) The Contractor shall coordinate with the FOSC to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action in order to reduce equipment idle-time.

(7) The Contractor will only be reimbursed for the equipment item that meets the EPA's minimum needs. For example, if the EPA requires a two-wheel drive pickup truck, and the Contractor provides a four-wheel drive pickup truck, the Contractor will only be reimbursed at the fixed rate for a two-wheel drive pickup truck. For RCMS purposes, the Contractor will enter the hours utilized for the equipment item under the RCMS Number for a two-wheel drive pickup truck.

(8) Where items of equipment are shared at concurrent or consecutive removal actions between two or more sites on the same day, the Contractor shall prorate the daily rates based upon the percentage of usage at the individual sites. For purposes of this clause, concurrent and subsequent removal actions sites are defined as sites within a 100-mile radius of the original site.

(e) MOBILIZATION AND DEMOBILIZATION

(1) The Contractor shall reference paragraph (d)(1) above regarding equipment charges for mobilization and demobilization. For the purposes of this contract, mobilization is defined as the point in time when the piece of equipment, which has been ordered by the Government, leaves the Contractor's primary mobilization point. Demobilization is defined as the point in time when the piece of equipment, which has been ordered by the Government, is returned to the Contractor's primary mobilization point. The mobilization and demobilization charges shall be reasonable (based on the location of the site to the Contractor's mobilization point) and shall not exceed 48-hours depending on the geographic location. See Section C clause, Statement of Work, Subparagraph (c)(7), Required Response Time Limits (RAPID).

(2) The Contractor's primary mobilization point for equipment is:

\_\_\_\_\_ TO BE COMPLETED BY THE OFFEROR AS PART OF ITS OFFER

(3) The Contractor agrees to make every effort to mobilize equipment from the nearest available location to the site of the cleanup. However, in no event shall the charge for mobilization exceed the charge that would be incurred if the equipment was mobilized from the Contractor's primary mobilization point. Once mobilized, the Contractor may elect to substitute identical equipment types for what is already on site. However, EPA will not pay any associated mobilization charges for any such items.

(f) STANDBY

No standby rates are authorized under this contract. The EPA will not order equipment to be on-site or off-site, in a standby status.

(g) MATERIALS, OTHER DIRECT COSTS, AND SUBCONTRACTS

(1) Materials, other direct costs, and subcontracts determined to be payable under a task order issued under this contract shall be treated in accordance with Section G clause entitled, PAYMENTS - FIXED-RATE SERVICES CONTRACT. In the event that a purchase of consumable items is drop-shipped to a site (in lieu of providing from the Contractor's inventory), reimbursement will be made for the entire drop-shipment. If any of the items contained in the drop-shipment are not used on site, the Contractor shall prorate the shipment on a per unit basis and issue a credit to the task order.



(2) Low capital value, non-consumable items (i.e., items valued at \$1,000.00 or less) **will not** be allowable as separate direct costs to the contract. They are considered to be included in the fixed rates for labor, equipment, and other items identified in Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT, or included in the Contractor's allowable indirect costs in accordance with the Contractor's usual accounting practices. The CO will make the final determination as to whether or not an item is a low capital value, non-consumable item.

#### **B.4 ESTABLISHING FIXED RATES FOR LABOR, EQUIPMENT, AND OTHER ITEMS**

From time to time, additional items (non-prepriced) may be added to Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT. Non-consumable equipment with low capital value (less than \$1,000.00) shall be included in the fixed rates for labor and equipment (see Clause B.3, Subparagraph (g)(2)). Fixed rates for items not excluded by this restriction shall be negotiated and mutually agreed to between the CO and the Contractor. If the Contractor provides a labor category or an equipment item for which a fixed rate has not been established, whether or not it is provided from the Contractor's own resources (i.e., their employees or owned or long-term leased equipment), or through a third-party subcontract or short-term lease/rental agreement, the Contractor shall furnish the CO with a written request identifying the item and the proposed rate prior to its utilization. The Contractor shall include supporting documentation containing recent market research data (a minimum of three (3) quotes) or cost and pricing data supporting the proposed rate. The supporting documentation shall be submitted in a format that is acceptable to the CO. Reimbursement shall be subject to the following conditions:

(a) Rates for labor and/or equipment may be negotiated by the FOSC on a site by site basis, provided that the total estimated cost of the labor and/or equipment items being negotiated for the site does not exceed \$25,000.00. Rates for labor and/or equipment that have been negotiated by the FOSC will not be applicable to the task order without subsequent approval by the CO and incorporation into the contract and/or task order via modification. When the estimated total cost of the labor and/or equipment item being negotiated for the site exceeds \$25,000.00, the rates will be negotiated by the CO and incorporated into the contract and/or task order via modification on a site by site basis. The labor and equipment rates shall be fully loaded rates including direct costs, indirect costs, and profit. The Contractor shall submit a proposed fixed rate to the CO, accompanied by written documentation, within five (5) calendar days for CO approval. A copy shall also be provided to the FOSC. For equipment, documentation shall include, but is not limited to, the Contractor's company-wide equipment usage log and/or a minimum of three competitive quotes/bids, as deemed acceptable by the CO. All additional labor/equipment rates to be incorporated into the contract via modification on a contract wide basis will be negotiated by the CO. To the maximum extent feasible, the Government will attempt to definitize these rates within 90 calendar days from receipt of an acceptable package.

(b) Rates may be conditionally negotiated and accepted for a specific task order by the FOSC, regardless of the total estimated cost of the labor and/or equipment item for the site, in the event that the CO is not available

(i.e., after normal duty hours, weekends, and holidays). The Contractor shall submit a proposed fixed rate to the CO, accompanied by written documentation, within five (5) calendar days for CO approval. A copy shall also be provided to the FOSC. As a minimum, the Contractor shall provide the following equipment documentation which must be deemed acceptable by the CO: the Contractor's company-wide equipment usage log and/or a minimum of three competitive quotes/bids. To the maximum extent feasible, the Government will attempt to definitize these rates within 90 calendar days from receipt of an acceptable package.

(c) A final fixed rate is subject to the approval of the CO and will be incorporated into the contract and/or task order by issuance of a modification. To the maximum extent feasible, the Government will attempt to definitize these rates within 90 calendar days from receipt of an acceptable package. If the final fixed rate is different from the FOSC assigned rate and the Contractor has already billed for this item, the Contractor shall make the appropriate adjustment on his next invoice for the task order.

#### **B.5 ADJUSTMENTS TO THE LOADED FIXED HOURLY RATES-DAVIS BACON ACT**

(a) From time to time, a task order or other contractual document will be issued which stipulates that some portion of the work will require the Contractor to provide construction-type labor as defined in General Wage Determinations issued under the Davis-Bacon Act (DBA) (Attachment 1), and which designates those portions of the work as substantial and segregable tasks. For the purposes of this contract, substantial and segregable tasks are defined as construction-type work in excess of \$2,000.00 where there is a definitive beginning and ending which separates the work from activities which are covered by the Service Contract Act. The CO will make the final determination when there are differing view points regarding what constitutes substantial and segregable tasks subject to the DBA.

(b) Upon receipt of a task order or other contractual notification which stipulates some portion of the work as being subject to the DBA, the Contractor shall complete the DBA Compensation Worksheet (Attachment 2) for each type of construction labor expected to be utilized. The work sheets shall be submitted to the FOSC for concurrence before proceeding with the construction work, except in emergency situations. In emergency situations, the work sheets shall be submitted to the FOSC not later than two work days after receipt of the task order or other contractual notification. As described in the Section I clause entitled PAYROLLS AND BASIC RECORDS (FAR 52.222-8)(FEB 1988), paragraph (b)(1), the Contractor shall submit to the CO a copy of all payrolls for each week in which any contract work subject to the DBA is performed. A copy of the applicable worksheets shall be attached to the payroll copies.

(c) The following procedures shall be used:

(1) The Contractor shall ascertain the applicable DBA General Wage Determination based upon the location of the site.

(2) The Contractor shall select DBA labor categories that most closely fit the work to be performed and obtain the concurrence of the CO.

(3) The Contractor shall complete a DBA Compensation Worksheet for each labor category and submit them to the FOSC for concurrence as to the DBA labor categories selected and the accuracy of the calculations.

(4) The FOSC will respond within two workdays. If the calculations result in an adjusted loaded fixed hourly rate for the task order, it shall be entered into the RCMS (reference the Section H clause, REMOVAL COST MANAGEMENT SOFTWARE SYSTEM.)

(5) If the Contractor and the FOSC cannot agree concerning an adjusted loaded fixed hourly rate, the Contractor shall refer the matter to the CO in accordance with Section H clause, DAVIS BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION BY TASK ORDER.

(6) The adjusted loaded fixed hourly rate shall only be used on the severable portion of the work defined as construction. The task order will be modified by the CO to show the adjustment in the hourly rate for each labor category and the Contractor shall invoice for the adjustment in accordance with the task order.

(7) In those instances where the wage plus non-cash fringe benefit component of the contract schedule loaded fixed hourly rate equals or exceeds the DBA required wage plus fringe benefits, there will be no adjustment to the contract schedule loaded fixed hourly rate. However, if any individual employee's wage plus non-cash fringe benefits is less than the DBA required wage plus non-cash fringe benefits, the Contractor is responsible for compensating such employee to at least the DBA required amount.

(d) The Contractor is responsible for compliance with the DBA requirements pursuant to the Section I clause entitled DAVIS BACON ACT (FAR 52.222-6)(FEB 1995), as it relates to individual employees.

(e) This clause also applies to team subcontractors and their employees.

#### **B.6 USE OF GALLEY TRAILERS**

Approval for the use of galley trailers must be obtained in advance from the CO. The costs associated with the use of a galley trailer shall be considered in determining the allowable per diem and other travel costs in accordance with FAR 31.205-46, Travel Costs.

#### **B.7 OBLIGATION OF FUNDS FOR MINIMUM AMOUNT**

Concurrent with award of this contract, funds in the amount of \$50,000.00 will be obligated on the initial task order to provide for the minimum amount guaranteed under this contract in accordance with Section B clause, MINIMUM AND MAXIMUM AMOUNTS.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

**C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)**

(A) **PURPOSE.** Under this Statement of Work (SOW), the Superfund Emergency and Rapid Response Services (ERRS) contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to respond to Time-Critical (primarily) and Non-Time-Critical (secondarily) Removal Actions for U.S. EPA Region V. The U.S. EPA Region V includes the States of Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin. Region V's main office is in Chicago, Illinois, with satellite offices in Grosse Ile (Detroit), Michigan; Cartersville, IL; Cincinnati, Ohio; and Westlake (Cleveland), Ohio. The required response time for this SOW ranges from three (3) to twelve (12) hours of receipt of a written or verbal task order.

(B) **BACKGROUND.** The United States Environmental Protection Agency (EPA) has been delegated the responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health, welfare, or the environment. The EPA is responsible for evaluating uncontrolled hazardous substance disposal sites and placing those that are considered to pose a significant threat to the public health on the National Priorities List (NPL).

(C) **GENERAL CONTRACT REQUIREMENTS.**

(1) All emergency rapid response and cleanup activities shall be conducted in accordance with the National Contingency Plan (NCP), 40 CFR Part 300, and Section 311 of the Clean Water Act as amended by the Oil Pollution Act (OPA) of 1990, Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, other Applicable Relevant and Appropriate Requirements (ARARs), Federal, State, and local regulations and statutes, and in accordance with any reauthorizations or amendments to any of the above-named statutes and new response legislation.

(2) The Contractor shall ensure that personnel are available and the Government can communicate with personnel on a twenty-four (24) hour a day basis and responses are conducted in accordance with the technical direction outlined in task orders or as provided by Federal On-Scene Coordinators (FOSCs). The Contractor shall retain and manage the distribution of cleanup personnel, equipment, and materials so that all items are available at any Region 5 location within three to twelve (3-12) hour response time. The Contractor shall ensure that any and all services or products delivered and provided under this contract shall be in compliance with all Federal, State, and local laws, regulations, guidance and policies, and any changes to those laws which become effective after the effective date of this contract.

(3) When tasked, the Contractor shall repatriate hazardous wastes in Canada that originated in the United States. This shall only involve transportation and disposal (T&D) related activities. There shall be no other cleanup activities in Canada and the Contractor shall not include this country in its response network.

(4) When so ordered the contractor shall provide services outside of Region 5. The Government may order the contractor to provide services outside Region V to resolve: (a) a conflict-of-interest that a response contractor may have with a site in their geographical area of coverage, (b) in response to flooding, hurricanes, earthquakes, or other natural disasters where contractor services are required by another region, or (c) any other situation where it is determined to be in the best interest of the government. Response times for these responses will be negotiated on a site by site basis.

(5) NON-TIME-CRITICAL. Non-time-critical removal actions are based on a site evaluation. After this EPA evaluation, the Agency may determine that a removal action is necessary. Depending upon the urgency of the situation, different types of removal actions shall be conducted. A non-time-critical removal action is defined as having a planning period of at least six (6) months before on-site removal activities must be initiated. The response time for non-time-critical removal actions will be specified by the OSC and can range from within three (3) to twelve (12) hours from issuance of a task order unless a longer response time is authorized by the Ordering Officer.

(6) TIME-CRITICAL. A time-critical situation is defined as having less than six (6) months available before on-site activities must be initiated. The response time for time-critical removal actions will be specified by the OSC and can range from three (3) to twelve (12) hours. In a time-critical situation, the EPA Ordering Officer may verbally initiate contractor services. In these instances, the EPA will issue a written task order within five (5) working days.

(7) REQUIRED RESPONSE TIME LIMITS (RAPID)

(a) The Contractor shall provide requested emergency response cleanup services within three (3) hours of the receipt of a written or verbal task order for the following ERRS Region V areas:

St. Louis County, Minnesota, South of Latitude 47  
 Carlton County, Minnesota  
 Douglas County, Wisconsin

Anoka County, Minnesota  
 Hennepin County, Minnesota  
 Ramsey County, Minnesota

Milwaukee County, Wisconsin  
 Waukesha County, Wisconsin

Lake County, Illinois  
 Cook County, Illinois  
 Dupage County, Illinois  
 Madison County, Illinois  
 St. Clair County, Illinois

Lake County, Indiana  
 Marion County, Indiana

Saginaw County, Michigan  
 Bay County, Michigan  
 Midland County, Michigan

Oakland County, Michigan  
Macomb County, Michigan  
Wayne County, Michigan  
Monroe County, Michigan

Lucas County, Ohio  
Cuyahoga County, Ohio  
Franklin County, Ohio  
Hamilton County, Ohio

(b) The Contractor shall provide requested emergency response cleanup services within twelve (12) hours of the receipt of a written or verbal task order for the following ERRS Region V areas:

Upper Peninsula of Michigan  
Northwest Minnesota North of Latitude 47

(c) The Contractor shall provide requested emergency response cleanup services within six (6) hours of the receipt of a written or oral task order for all other areas of ERRS Region V not specified above.

(8) CONTRACT COORDINATION

(a) The Contractor shall provide a point of contact for coordination with the Contracting Officer (CO), Contract Specialist (CS), Project Officer (PO), or Alternate Project Officer (APO). This designee shall be responsible for receiving and managing the implementation of all task orders issued under this contract. The Contractor shall empower the designee to officially commit and obligate the Contractor in matters relating to this contract, and act as an informational relay.

(b) As a minimum, the Contractor shall provide the following specific contract coordination responsibilities:

- (1) Maintain close communication and coordination with the PO/CO, including reporting any and all problems encountered in performing task orders to the PO/CO. Bimonthly meetings shall be held between EPA officials and the Contractor at the EPA regional office located at 77 W. Jackson Blvd, in Chicago, Illinois, unless otherwise specified, to ensure that close communication and coordination with the PO/CO occurs.
- (2) After site mobilization, provide personnel, equipment, and materials on a twenty-four (24) hour basis or as determined by the FOSC until the site work is complete.
- (3) Receive, acknowledge, and implement task orders issued by the Ordering Officer(s).
- (4) Ensure that the EPA Form 1900-55, Contractor Daily Cost Reports (Attachment 9) are timely, accurate, and complete. The Contractor shall identify, review, and reconcile all cost

variances between the contractor's invoices and the Contractor Daily Cost Reports. The Contractor shall supply RCMS archive disks to the FOSC on request. In addition, the Contractor shall maintain an automated cost tracking system in accordance with generally accepted accounting practices, capable of delineating costs per task order and contract specific reporting requirements, in accordance with the Section F clause, REPORTS OF WORK ALTERNATE I (APR 1984) DEVIATION.

- (5) Provide Field Cost Accountants and Response Managers who are fully trained in the use of the RCMS and capable of producing an accurate daily 1900-55 from the RCMS.
- (6) Designate a Response Manager for each separate cleanup/removal action unless otherwise specified by the EPA in the task order, to work directly with the FOSC.
- (7) Maintain a site specific accounting of all costs incurred in accordance with the RCMS and other reporting requirements. Provide adequate quality control between the RCMS and the corporate accounting system.
- (8) Develop procedures and forms as necessary to ensure uniform record keeping and program management documentation. Implement contract document control and chain of custody procedures.
- (9) Develop, implement, and manage a quality assurance program to ensure that all environmental measurements obtained are of known quality. Ensure that the performance of assigned tasks adheres to all quality assurance program and project plan requirements, as well as the EPA region-specific quality assurance requirements. The major emphasis of the measurements required under this contract will be for treatment and disposal analysis of oil and hazardous substances.
- (10) Obtain special services in a timely and cost efficient manner, such as specialized cleanup equipment or personnel, etc., in accordance with the instructions in individual task orders or upon receipt of technical direction from the FOSC. Notify the PO/CO when the FOSC orders equipment or personnel that are listed in the Schedule but are not included in the task order.



- (11) Mobilize response personnel, equipment, and materials from the nearest appropriate contractor office/location to avoid excessive mobilization and travel costs.
- (12) Implement a comprehensive program safety plan to protect all on-site personnel, including both prime and subcontractor employees, in contaminated and uncontaminated areas. Ensure that OSHA Hazardous Substance Response regulations (29 CFR Part 1910) for site safety training and health monitoring are met by the prime and subcontractor employees who work in contaminated areas. Levels of Personal Protective Equipment are described in Section C clause, PERSONAL PROTECTIVE EQUIPMENT.

(c) TRANSPORTATION AND DISPOSAL COORDINATOR RESPONSIBILITIES

(1) The Contractor shall designate a Transportation and Disposal (T&D) Coordinator. The T&D Coordinator shall ensure that Contractor activities associated with the transportation and disposal of oil and hazardous wastes as described in the SOW paragraph entitled "CLEANUP, MITIGATION, TREATMENT, AND DISPOSAL" and Section H clause entitled REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES, are carried out in a timely and cost-effective manner in accordance with the requirements of all applicable Federal, State, and local regulations and guidance. Travel to specific sites may be required when requested by the FOSC for meetings regarding T&D.

(2) Quality Management Plan. The Contractor shall provide a Quality Management Plan for submission with its proposal. The Contractor's Quality Management Plan shall conform to the requirements of the draft "EPA Requirements for Quality Management Plans (EPA QA/R-2), dated October 1998" (Attachment 3). The Contractor shall be required to update its EPA-approved Quality Management Plan as required. This plan will provide both an auditing and corrective action function. The EPA will periodically perform quality assurance (QA) program system audits during the life of this contract. The Contractor shall resolve any deficiencies which are identified by EPA through the implementation of a written corrective action plan within thirty (30) calendar days after the EPA approves the corrective action plan.

(3) Contract-Wide Quality Assurance Project Plan.

(A) The Contractor shall implement its environmental measurements quality assurance and quality control program based on its EPA-approved generic Quality Assurance Project Plan (QAPP), to ensure that all environmental monitoring data meet applicable data quality objectives. Any updates to the plan will require prior approval by EPA. The Contractor shall develop a QAPP for analytical services and sampling or data collection activity under the SOW to ensure that the most recent QA and QC requirements are met for the data which is to be collected. The EPA reserves

the right to approve site specific Quality Assurance Project Plans (QAPPs) as deemed necessary by the Agency. Further guidance can be found in the following documents: "EPA Requirements For Quality Assurance Project Plans For Environmental Data Operations (EPA QA/R-5), October 1998" (Attachment 4), "Region 5 Superfund Model Quality Assurance Project Plan" (Attachment 5), and "EPA Guidance on Quality Assurance Project Plan (QA/G-5), February 1998" (Attachment 6).

(B) Quality Assurance/Quality Control (QA/QC) guidance for removal activities shall conform to OSWER Directive 9360.4-01, entitled "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures, Interim Final Guidance, dated April 1990" (Attachment 7), and OSWER Directive 9285.7-14FS entitled "Using Qualified Data to Document an Observed Release and Observed Contamination, dated November 1996" (Attachment 8).

(C) The Contractor shall be required to revise its QAPP in accordance with any additional guidance provided by the EPA.

(D) The Contractor shall follow chain-of-custody procedures as outlined in National guidance and further defined in Regional guidance. This may include the completion of a Regional QA Office Sample Shipment/Tracking Record Form for all sample analysis performed by fixed laboratories. All sample analysis done by fixed laboratories must be consistent with EPA methods and analytical protocols, where applicable, and with the procedures outlined in the EPA approved QAPP.

(E) A Field Sampling Plan (FSP), as requested by the FOSC, for emergency response and removal activities, shall be written in accordance with guidance provided by the Agency. Plans will be reviewed and approved by the EPA in advance of activities, except as specified by Regional emergency response/time-critical removal policies.

(4) Health and Safety Program Plan. The Contractor shall implement and manage a Health and Safety Program Plan in compliance with all requirements of the EPA and Occupational Safety and Health Administration (OSHA) (29 CFR 1910.120/121) for activities at hazardous waste sites and other health and safety requirements, as appropriate, in accordance with Section H clause entitled, HEALTH AND SAFETY.

(D) PROGRAM CLEANUP OPERATIONS

(1) RESPONSE MANAGER/SENIOR/JUNIOR/SPECIALIZED MANAGER RESPONSIBILITIES

(a) For each cleanup/removal action task order issued, the Contractor shall designate a Response Manager (RM) unless otherwise specified by the EPA in the task order. Whenever possible, the designated RM shall be fully dedicated to the specific cleanup action for the duration of the response, unless substitutions are approved by the FOSC.

(b) The RM shall be the single point of contact for on-scene coordination and shall be responsible for the management and execution of all cleanup activities in exact accordance with the technical direction provided by the task order SOW and/or the FOSC. The RM must be at the scene

of a response within three (3) to twelve (12) hours, or as specified in the task order. The RM shall not be precluded from responding in less than the response time limits, as stated in the task order. The RM shall be on scene on a daily basis, unless otherwise instructed by the FOSC.

(c) As a minimum, the RM shall provide the following specific on-scene responsibilities:

- (1) Maintain communication and coordination with the FOSC for the duration of a specific response, including reporting any and all problems encountered in executing cleanup activities.
- (2) Conduct on-scene surveys, when appropriate, to develop detailed project work plans in coordination with the FOSC.
- (3) Ensure that contractor cleanup personnel can properly operate the equipment. Ensure that the materials requested by the FOSC are provided within the response time required.
- (4) Provide immediate on-scene access to all contractor cleanup personnel, equipment, and materials at all times in order to allow the FOSC to direct the Federal response.
- (5) Provide administrative support, supervision, and management of cleanup personnel, equipment, and materials provided on-scene, to ensure that all technical directions issued by the FOSC are immediately executed in an acceptable manner.
- (6) Take immediate corrective action when performance is not acceptable.
- (7) Implement and manage the Quality Management Plan for the contract. Ensure that the performance of assigned tasks adheres to all quality assurance, quality control, and chain-of-custody procedures specified in the QA program and project plans, in accordance with Agency and Region 5-specific QA requirements.
- (8) Provide the FOSC with a detailed reporting of all costs incurred at a specific site under the task order. The required form is the EPA Form 1900-55, Contractor Daily Cost Report, which is generated by the RCMS computer software program (IBM compatible)(Attachment 9).
- (9) Ensure adequate quality control between the RCMS and the corporate accounting system.

- (10) Implement a comprehensive response action safety plan to protect all contractor cleanup personnel, including both the prime and subcontractors, in both contaminated and uncontaminated areas. Assume responsibility for ensuring that OSHA Hazardous Substance Response regulations (29 CFR Part 1910) for site safety, training, and health monitoring are met by all prime and subcontractor personnel who work on site under the task order.
- (11) Coordinate transportation and disposal of oil and hazardous wastes with the T&D coordinator.

(2) FIELD PERSONNEL. The contractor shall ensure that all field personnel on site shall have experience in performing assignments dealing with hazardous materials and routine manual labor in accordance with the requirements of Clause C.3, PERSONNEL QUALIFICATIONS. Personnel shall be qualified in the operation of cleanup equipment and have a working knowledge of standard material safety procedures.

(3) OIL AND HAZARDOUS MATERIALS CLEANUP OPERATIONS

(a) The Contractor shall provide cleanup services for responses to releases of oil, petroleum, and hazardous substances, as specified in task orders issued by the EPA Ordering Officer. If specified in the task order, the Contractor shall conduct an initial on-scene survey. The purpose of the survey shall be to gain sufficient on-scene familiarity with the task order SOW to enable the Contractor to prepare a detailed work plan to accomplish the project in the most effective, economically sound, efficient, and safe manner.

(b) The work plan shall define the types and quantities of cleanup personnel, equipment, and materials that shall be required; the proposed project schedule by subtask; and the estimated cost. The contractor shall develop a work plan within ten (10) calendar days after mobilization for approval by the FOSC, if required by the task order. Additional information about work plans is contained in Section F clause, REPORTS OF WORK (EPAAR 1552.210-70)(APR 1984) ALTERNATE I (APR 1984) DEVIATION.

(c) The Contractor shall provide all personnel, material, and equipment types and quantities within the timeframes as specified in the task order. The Contractor shall take all necessary actions to mitigate or eliminate any hazard or damage to the environment resulting from a release or threat of release of oil, petroleum, or hazardous substances into the environment. As a minimum, the Contractor shall provide the following cleanup/removal actions:

(1) Containment and Countermeasures. The Contractor shall assist the FOSC in protecting the public health and welfare; sampling and analysis to determine the source, extent, and disposal options of a release; containing the release at its source and preventing the further migration of the pollutant; controlling the source of the discharge; using chemicals or other materials to restrain the spread of the pollutant; constructing slurry trenches; placing diversionary booms; moving earth; handling drums; containerizing pollutants; diverting streams; keeping

waterfowl and other wildlife away from the polluted areas; controlling water discharges from upstream impoundments; providing alternative drinking water supplies on a temporary or permanent basis; traffic control; crowd control; navigation controls; security; executing damage control and/or salvage operations.

(2) Cleanup, Mitigation, Treatment, and Disposal

(A) Actions shall be taken to recover the pollutant from the affected media. As a minimum, the Contractor shall provide the following treatment actions: using chemicals for flocculation, coagulation, neutralization, and separation; using biological treatment agents; physical and chemical treatment of affected water and soil; using specialized equipment, i.e., chemical fixation stabilization, mobile carbon treatment system, etc.; aerating affected media to selectively release volatile components; fixing or treating the polluted media in place; salvaging or destroying vessels; destroying contaminated equipment and facilities; and detonation of shock sensitive/explosive materials.

(B) In lieu of or following any treatment action performed, physical collection of pollutants shall be accomplished followed by temporary storage prior to ultimate disposal. As a minimum, the Contractor shall conduct the following cleanup work: flushing contaminants from marsh areas followed by collection and holding; skimming materials from the surface of water; washing soils with subsequent collection and storage of recovered material; pumping contaminated groundwater with subsequent storage; and segregating waste chemicals according to compatibility at uncontrolled hazardous waste sites.

(C) Following removal and temporary storage, any contaminated material shall be disposed of consistent with all appropriate Federal, state, and local regulations. The FOSC may request sampling and analysis for disposal purposes. The FOSC shall have the option of obtaining analysis, transportation, and disposal services through this contract or through other contractual mechanisms, at his discretion. Disposal shall be conducted on-site or off-site, as determined by the FOSC.

(D) All off-site treatment, storage, and disposal shall be subcontracted due to the potential for conflicts of interest. As a minimum, the Contractor shall employ the following disposal techniques: controlled or uncontrolled combustion, incineration, bioremediation, chemical treatment, land disposal, fixation/stabilization, injection, degradation, recycling, and other existing or innovative treatment and disposal technologies. The disposal operations shall include temporary storage and ultimate disposal. Depending on the extent of contamination, disposal operations may also include demolition.

(E) All storage, transportation, treatment, and disposal of pollutants shall be accomplished in accordance with all applicable and relevant safety and environmental laws and regulations at the Federal, State, and local level, unless waived by the FOSC under special circumstances.

(F) The contractor shall be responsible for all necessary transportation and off-site disposal permits. At the time of any off-site treatment, storage, or disposal, the Contractor shall be responsible for verifying that the facility selected to receive the waste meets the

requirements of the EPA's off-site policy. This verification may be obtained from the FOSC or other designated Federal officials or individual State RCRA contacts. The Contractor shall not utilize any facility that has not been verified for any off-site treatment, storage, or disposal of CERCLA wastes, unless the FOSC has obtained an emergency waiver from the off-site policy.

(4) MARINE OPERATIONS

(a) Marine Operations shall include all aspects of the SOW, and any special requirements outlined in this section. During marine operations, the Contractor shall display signal lights and conduct its operations in accordance with the General Regulations of the Department of the Army, Coast Guard, and applicable Federal and State boating standards governing light and day signals to be displayed by vessels, other craft, or booms in the cleanup operations. (Reference 33 CFR, Parts 84-90 and 207.)

(b) If the Contractor, during the progress of work, loses, dumps, throws overboard, sinks, or misplaces any material, plant machinery, or appliance, which, in the opinion of the FOSC, may be dangerous to or obstruct navigation, the same contractor shall immediately recover and remove the same at no expense to the Government.

(1) The Contractor shall give immediate notice, with description and location, of such obstructions to the FOSC, and when directed by the FOSC, shall mark or buoy such obstructions until the same are removed.

(2) If the Contractor refuses, neglects, or otherwise fails to comply with the above requirements, such obstructions may be removed by the Government and the cost of such removal will be deducted from any monies due or that become due to the contractor.

(3) The liability of the contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 407, 415, and 419 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C.A. 401 et seq.).

(c) If the Contractor recovers any oil, the proceeds from the sale of such oil, oil-water mixture, or hazardous substances shall become the property of the Government as set forth: if the substance recovered from cleanup and containment operations is salvageable, the Government may elect to have the contractor transport such recovered substances to a Government-specified storage site or directly to a commercial salvage company. Salvageable products, and the proceeds derived from them, shall become the property of the Government. If the Government elects to deliver recovered substances to a commercial salvage company, the Contractor shall obtain receipts for payment and these payments shall be applied as a credit to the contract.

(d) If the balance of allowable contract costs is less than the credit for recovered substances, the Contractor shall reimburse the Government for the difference.

(5) RESTORATION. The Contractor shall use due care to prevent damage to property or materials of third parties. The Contractor shall repair or replace materials damaged by the cleanup operations and take actions to restore the damaged environment to a functional condition and, where

necessary, to as near pre-response conditions as possible, as approved by the FOSC. As a minimum, restoration services shall include the removal of any equipment, materials, structures, and debris from the site. Restoration may include both personal and real property. As a minimum, restoration of personal property of third parties includes: repair/replacement of bedding, walls, porous furniture, drapes, floor coverings, restocking food stuffs, clothing, and removal of fugitive dust. As a minimum, the Contractor shall restore real property as follows: backfilling excavated areas, regrading, reseeding, planting, repaving roadways, replacing structures and utilities, fencing, replacing/repaving sidewalks, and removing dust, dirt, or debris, etc.

(6) ANALYTICAL. The Contractor may be required to provide on-site and off-site analytical activities as determined by the EPA. A rapid turnaround of twenty-four (24) hours or less may be required to provide chemical and physical analyses of potentially large quantities of samples. As a minimum, the Contractor shall provide the following analysis services: pH, flash point, oxidation reduction, organic vapor analysis, sulfides, phenols, and applicable disposal parameters. As determined by the EPA, the contractor shall also perform related activities which may include sample collection, storage, transportation, analysis, and disposal.

(7) TEMPORARY RELOCATION. The Contractor shall provide the required support necessary to implement Temporary Relocation Assistance under the authority of the applicable regulations. Examples of tasks that may be required are: provide assistance for temporary housing of residents, such as hotels, motels, apartments, kennels, and transportation services; site security, etc.

(8) EXPERT TESTIMONY.

(a) From time to time, the Government may require expert testimony during enforcement proceedings for a given site where the Contractor provided services. Such effort will be considered within the scope of this contract. The Contractor shall furnish the technical services, materials, and equipment required to support Government enforcement proceedings against owners or operators of uncontrolled hazardous substances disposal sites or against generators and transporters of hazardous substances.

(b) Such proceedings may be directed toward obtaining an injunction against continued use of the site, an order to undertake removal action, or recovery of costs incurred by the Government in undertaking such actions. Preparation of affidavits and depositions may be required. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under this contract. In the event such services are required after performance of this contract, a separate negotiated procurement action may be initiated with the Contractor. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to the actions taken by the Contractor at the site.

(c) The activities shall be closely coordinated through the PO with the Regional enforcement office to ensure that all necessary data are collected and that proper chain-of-custody procedures required to support court proceedings are observed. As a minimum, the following enforcement support efforts shall be provided: implementing contract document control and

chain-of-custody procedures and providing testimony during enforcement proceedings for a given site for which the Contractor provided services.

### C.3 PERSONNEL QUALIFICATIONS

NOTE 1 - LISTED AS CONTRACT LINE ITEM NUMBERS IN SECTION B.

NOTE 2 - TO BE NEGOTIATED ON A SITE SPECIFIC BASIS.

(a) Contract Coordination Designee, Transportation and Disposal Coordinator(s), and Response Managers Minimum Qualifications

(1) The Contract Coordination Designee (point of contact) shall have the following minimum qualifications and experience:

- (a) M.S. degree or equivalent (see paragraph (d)(1) through (d)(3) below), with 6 years or more experience; or
- (b) B.S. degree or equivalent (see paragraph (d)(1) through (d)(3) below), with 10 years or more experience.
- (c) Experience Factors: Technical experience in oil, petroleum and chemical cleanup activities, hazardous chemical waste site cleanup and disposal activities or other discipline directly related to the requirements of this contract. A minimum of four (4) years of experience in supervising multi-disciplinary professionals and general office management including budgetary and cost accounting requirements.

(2) The Transportation and Disposal Coordinator(s) (Note 1) shall have the following minimum qualifications and experience:

- (a) B.S. degree in chemistry, chemical engineering or in a related discipline together with a minimum of 1 year experience in the Hazardous Waste Field related directly to the arranging of transportation and disposal of Hazardous Waste or similarly related activities. Knowledge and experience in the use of Federal Regulations (DOT, TOSCA, RCRA, Superfund), State and local regulations and their application to various transportation methods and treatment technologies.

or

- (b) 3 years experience in the Hazardous Waste Field related directly to the arranging of transportation and disposal of Hazardous Waste or similarly related activities. (In addition, the T & D Coordinator must have an accreditation and/or a certification from organizations such as the Institute of Hazardous



Material Management, Registered Environmental Management, etc.,). Knowledge and experience in the use of Federal Regulations (DOT, TOSCA, RCRA, and Superfund), State and local regulations and their applications to various transportation methods and treatment technologies.

- (3) The Response Managers shall have the following minimum qualifications and experience corresponding to the following levels of Response Manager:

- (a) Senior Response Managers (Note 1) shall have a B.S. degree or equivalent (see paragraph (d)(1) through (d)(3) below), and a minimum of five (5) years of direct on-scene field experience in oil, petroleum and chemical cleanup activities, hazardous chemical waste site cleanup and disposal activities, development of site and spill safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. A minimum of four (4) years of the required experience shall be in managing and supervising multi-disciplinary (professional and laborer) oil, petroleum and chemical cleanup personnel.
- (b) Junior Response Managers (Note 1) shall have an B.S. degree or equivalent (see paragraph (d)(1) through (d)(3) below), with two (2) years of direct, on-scene field experience in oil, petroleum and chemical cleanup activities. Such activities include: hazardous chemical waste site cleanup, and disposal activities, development of site and spill safety plans, heavy equipment operation and field construction, or other field discipline directly related to the requirements of the contract. A minimum of one (1) year of the required experience shall be in managing and supervising multi-disciplinary (professional and laborer) oil, petroleum and chemical cleanup personnel.
- (c) Specialized Response Managers (Note 2) shall have a M.S. degree or equivalent (see paragraph (d)(1) through (d)(3) below), with three (3) years specialized experience in designing or implementing a particular alternative cleanup, disposal, treatment, or destruction technology. In addition, the Specialized Response Manager shall have a minimum of (1) year of experience in managing and supervising multi-disciplinary (professional and laborer) oil and chemical cleanup personnel during on-scene field oil or chemical cleanup activities.

(b) Specialized On-Scene Personnel Minimum Qualifications

- (1) Field Cost Administrators (Note 1) shall have a minimum of two (2) years of work experience in accounting, finance,

and/or business disciplines. As a minimum, the Field Cost Administrator shall be proficient in the following areas: performing various administrative duties (i.e., on-site cost tracking and documentation; coordinating the acquisition of materials, supplies, and subcontracting activities; performing general site duties such as typing, filing, and answering telephones; processing payrolls and maintaining payroll records; managing inventory and storage of inventory, cataloging, and property utilization); performing accounting tasks such as posting to registers, ledgers, and journals; balancing and reconciling accounts; verifying the internal consistency, completeness, and mathematical accuracy of accounting documents; assigning prescribed accounting distribution codes; identifying subsidiary accounts affected and debit and credit entries to be made and assigning proper codes; examining and verifying the clerical accuracy of various types of reports, lists, calculations, postings, etc.; reviewing computer printouts against manually maintained journals, detecting and correcting erroneous postings, and preparing documents to adjust accounting classifications and other data; preparing journal vouchers; making entries or adjustments to accounts; and reviewing lists of transactions rejected by an automated system, determining reasons for rejections and preparing necessary correction material. The Field Cost Administrator shall be proficient in the use of and have a working knowledge of the terminology, codes, and processes used in an automated accounting system. The Field Cost Administrator shall display a knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system, or a segment of an accounting system. The Field Cost Administrator also prepares the Contractor Daily Cost Reports using RCMS.

- (2) Dive Supervisors (Note 1) shall have a minimum of five (5) years of commercial diving experience and three (3) years of field management experience. Dive supervisors plan and direct dive operations and are responsible for dive safety, equipment, and scheduling of diving activities.
- (3) Divers (Note 1) shall be commercially certified divers with 40 hour OSHA training (29 CFR 1910). Divers perform underwater cleanup tasks including sampling, capping, and diver assisted dredging.
- (4) Diver Tenders (Note 1) shall be certified SCUBA divers, at a minimum. Dive tenders perform dive support activities related to underwater cleanup projects.

(c) Other On-Scene Personnel Minimum Qualifications

- (1) All other personnel shall demonstrate experience in performing assignments dealing with hazardous materials and in performing routine manual labor. Personnel must be qualified to operate cleanup

equipment, have a working knowledge of standard hazardous material safety procedures and personnel safety equipment, operate testing or processing equipment of moderate complexity, and construct components or subassemblies of prototype models. Must demonstrate abilities to troubleshoot malfunctioning equipment and make simple repairs.

(2) Required Experience: minimum 1 year.

(3) These personnel shall perform the following duties:

FOREMAN (Note 1)	Directs and oversees response activities of the ERRS cleanup crew at response actions under the direction of the Response Manager. Experienced in directing both general labor and hazardous substance personnel, and trained for work using all levels of personal protective equipment.
CLEANUP TECHNICIAN (Note 1)	Performs labor related to sampling and cleanup of hazardous wastes. Applies technical skill in handling hazardous substances. Trained for work using all levels of personal protective equipment.
EQUIPMENT OPERATOR (Note 1)	Operates and maintains heavy equipment, such as backhoes, bulldozers, loaders, and drum grapplers. Trained for work in all levels of protective gear.
TRUCK DRIVER (Note 1)	Operates trucks used to transport temporary structures, heavy equipment, materials, and supplies, as well as hazardous materials to and from sites.
LABORER (Note 1)	Performs general, non-technical labor involved in hazardous waste site control. Does not handle hazardous substances and does not require hazardous materials personal protective equipment.
CONSTRUCTION INSPECTOR (Note 1)	Oversees alternate water supply projects and other construction related activities. Reviews designs, specifications, CAD drawings, and performs field management of subcontractors.
ELECTRICIAN (Note 1)	Installs, repairs, maintains and/or operates electrical equipment and machinery, including power supplies for use at removal sites.
CHEMIST, ORGANIC (Note 1)	Develops sampling plans to determine extent of cleanup required. Conducts sampling and oversees analysis to determine the concentration of hazardous

	substances present on a site. Follows chain of custody procedures, including documentation. Analyzes sampling results.
COMPUTER OPERATOR (Note 1)	Performs computer assisted design, computer modeling activities, and prepares engineering drawings related to removal sites.
GEOLOGIST/ HYDROGEOLOGIST (Note 1)	Applies field geology/hydro geology principles to analyze and solve hazardous substance problems, including soil contamination, ground water contamination, off-site migration of contaminants, and drinking water contamination.
INDUSTRIAL HYGIENIST/ SITE SAFETY INSPECTOR (Note 1)	Develops site health and safety plans as per Agency requirements and guidelines requiring application of engineering principles and technology to control conditions contributing to occupational hazards. Performs site inspections to ensure compliance with site health and safety plans.
RADIATION SPECIALIST (Note 1)	Conducts radiation and air sampling monitoring and sampling studies needed to identify the impact of sites on specific population segments. Implements radiation and air sampling and monitoring plans to ensure that the response actions produce the least overall impact on the environment. Requires B.S. degree in Environmental Science or related discipline with a minimum of 12 hours specifically related to types and use of radiation instruments. Competent with the maintenance and calibration of a variety of radiation equipment.
SITE SAFETY (Note 1)	Implements site health and safety plans on-site. Assists with site inspections to ensure compliance with site health and safety plans. Notifies the RM and the FOSC of compliance or other problems with site health and safety.
WELDER (Note 2)	Assembles structures and/or equipment that requires the joining of metals for use at response sites.
MECHANIC (Note 2)	Assembles, repairs, and/or disassembles equipment and machinery for use at response sites.
CARPENTER	Assembles, repairs, and/or disassembles

(Note 2)	structures, using wood for use at removal sites.
EXPLOSIVE SPECIALIST (Note 2)	Identifies, handles, and disposes of explosive devices and highly reactive chemicals from removal sites. Specially trained and experienced in explosives handling.
DATA ENTRY CLERK (Note 2)	Prepares and reconciles contractor daily cost reports with the Removal Cost Management System. Maintains database of daily contractor costs for internal contractor cost tracking and invoicing.
EMERGENCY MEDICAL TECHNICIAN (Note 2)	Oversees implementation of site health safety plans. Trained and certified as an EMT, with emphasis on immediate response to hazardous substance exposure.
LAB TECHNICIAN (Note 2)	Assists the organic chemist in the sampling and analysis to determine the concentrations of hazardous substances present at a response site.
ENGINEER, CHEMICAL (Note 2)	Applies chemical engineering principles to recommend solutions to hazardous waste response problems. Develops sampling plans to determine extent of cleanup required. Develops response alternatives, and analyzes them in terms of cost effectiveness and feasibility. Designs and plans unit operations, such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time and cost.
CIVIL ENGINEER (Note 2)	Applies civil engineering principles to recommend solutions to hazardous waste response problems. Develops response alternatives, and analyzes them in terms of cost effectiveness and feasibility. Designs and plans unit operations, such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time and cost.

(d) Experience/Qualifications Substitutes

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years or a minimum of eight (8) years of experience in the proposed field of expertise will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a two-for-one basis.

#### C.4 PERSONAL PROTECTIVE EQUIPMENT

(a) Personal Protective Equipment requirements are determined by the NIOSH/OSHA/USCG/EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities issued in October 1985. These guidance documents, or their updated versions, will be the final determination for personal protection guidance in this contract. All equipment associated with a particular level of protection, or modified level of protection, is to be supplied by the contractor for each site. Details of the appropriate level of protection will be covered in the site safety plan as specified in Section F clause, REPORTS OF WORK (EPAAR 1552.210-70)(APR 1984) ALTERNATE I (APR 1984) DEVIATION.

(b) In an explosive atmosphere, intrinsically safe equipment is a requirement. Optional equipment must be available, depending upon site exigencies.

##### (c) LEVEL A

Pressure-demand, self contained breathing apparatus (MSHA/NIOSH approved)  
 Fully encapsulating chemical-resistant suit  
 Coveralls\*  
 Underwear, long cotton underwear\*  
 Gloves (outer), chemical-resistant  
 Gloves (inner), chemical-resistant  
 Boots, chemical-resistant, steel toe and shank. (Depending on suit boot, worn over or under suit boot)  
 Hard hat\* (under suit)  
 Disposable protective suit, glove, and boots\* (Worn over fully encapsulating suit)  
 2-way radio communications (intrinsically safe)  
 Cooling Garment

##### (d) LEVEL B

Pressure-demand, self-contained breathing apparatus (MSHA/NIOSH approved)  
 Chemical-resistant clothing (coveralls and long sleeve jacket; coveralls; hooded, one or two-piece chemical-splash suit; disposable chemical-resistant coveralls)  
 Coveralls\*  
 Gloves (outer) chemical-resistant  
 Gloves (inner) chemical-resistant  
 Boots (outer) chemical-resistant, steel toe and shank  
 Boots (outer) chemical-resistant (disposable)\*  
 Hard hat (face shield\*)

2-way radio communication (intrinsically safe)

(e) LEVEL C

Full-face, air purifying respirator (MSHA/NIOSH) approved)  
Chemical-resistant clothing (one piece coverall; hooded, two piece  
chemical splash suit; chemical-resistant hood and apron;  
disposable chemical-resistant coveralls)

Coveralls\*

Gloves (outer) chemical-resistant

Gloves (inner) chemical-resistant

Boots, steel toe and shank, chemical-resistant

Boots (outer) chemical-resistant (disposable)\*

Hard hat (face shield\*)

Escape mask\*

2-way radio communications (intrinsically safe)

(f) LEVEL D

Coveralls

Gloves

Boots/shoes, safety or chemical-resistant steel toe and shank

Boots (outer) chemical-resistant disposables\*

Safety glasses or chemical splash goggles\*

Hard hat (face shield)\*

Escape mask\*

NOTE: \*Optional at the discretion of the FOSC

## C.5 MATERIALS

(a) The Contractor shall provide all materials ordered by the FOSC. The following is a partial list of materials that represents the types of materials that may be required on-site:

(b) MATERIALS

Containers

Drums (55-gal)

Overpacks (85-gal)

Storage tanks

Plastic bags

Waste boxes

Tank patch kits

Sorbents/Solidifiers

Sorbent pads, booms

Containment booms & anchors

Absorbent filters

Kiln dust, Portland cement, flyash

Corncobs, rice hulls, sawdust

Sandbags

Building Materials

Lumber

Cement/concrete

Fencing materials

Tools

Hardware

Welding supplies

Bulk Chemicals

Neutralizing acids/bases

Soda ash

Lime/calcium carbonate

Activated carbon

Hydrogen peroxide

Sodium Hypochlorite

Fill Material

Sand, gravel, crushed rock  
 Clay  
 Topsoil  
 Landscaping materials

Sampling Supplies

VOA bottlers  
 Sample jars, 8-oz.  
 Wide mouth pint jar w/Teflon  
   lid liners  
 ½ gal. amber jugs  
 Glass tubes, 16mm, 4 ft.  
 Cubitainers (plastic sample  
   containers, var. sizes)  
 Vermiculite  
 1-gal. paint can w/lid  
 DOT labels  
 Sample gloves  
 Stainless steel spoons  
 Split spoons  
 Sample preservatives  
 DOT sample containers

Safety Gear

Spare SCBA tanks/compr. air  
 Respirator cartridges (R-57)  
 Stress drinks  
 First aid supplies/emerg. oxygen  
 Disinfectants for equipment

Decontamination Materials

Wash pails/buckets  
 Soap, shampoo  
 Paper towels  
 Brushes  
 Hoses  
 Alconox, TSP

Other Materials

Duct tape  
 Carts/pallets  
 Film & developing  
 Caution tape  
 Office supplies  
 Pumps/hand pumps  
 Reinforced hoses  
 Fuel (gasoline, kerosene,  
   diesel, propane, etc.)  
 Visqueen, pool liners  
 Oil, grease, silicone  
 Oil spill sorbent booms  
 Oil spill sorbent pads

**C.6 SPECIAL EQUIPMENT SPECIFICATIONS**

## (a) Equipment Specifications for CLINS in Section B

(1) Trailer, Decontamination, 8 ft. by 20 ft. minimum -  
 Enclosed, self-contained trailer with HVAC. (RCMS #2-20-20/CLIN 0036)

(2) Trailer, Decontamination, With Showers, 8 ft. by 30 ft.  
 minimum - Enclosed, self-contained trailer with HVAC and showers. (RCMS #2-20-  
 40/CLIN 0037)

(3) Trailer, Decontamination, Without Showers, 8 ft. by 30 ft.  
 minimum - Enclosed, self-contained trailer with HVAC. (RCMS #2-20-41/CLIN  
 0038)

(4) Laboratory, Analyzer, Hazcat System - Includes glassware,  
 chemical reagents, and equipment necessary to characterize hazardous wastes  
 into compatible waste streams using an EPA-approved hazcatting procedure  
 (vented fume hood not included). (RCMS #4-06-35/CLIN 0078)

(5) Safety, PPE, Level A/Suit - Includes fully encapsulating  
 chemical resistant suit, pressure-demand SCBA or on-line air with escape pack  
 (including cascade system and hoses), hard hat, chemical resistant boots,  
 inner/outer gloves, coveralls, and cooling garment. Grade D breathing air  
 cylinders or extra SCBA bottles billed separately as materials. (RCMS #5-05-



40/CLIN 0087)

(6) Safety, PPE, Level B/SCBA - Includes pressure-demand SCBA or on-line air with escape pack (including cascade system and hoses), hard hat, chemical resistant boots, inner/outer gloves, and coveralls. Disposable boot covers, Tyvek or SARANEX suit, Grade D breathing air cylinders, or extra SCBA bottles billed separately as materials. (RCMS #5-05-51/CLIN 0088)

(7) Field Equipment, Boat, 14/16 ft. - Must comply with USCG and state requirements. Used for oil spill response or to support underwater investigations or cleanups. (RCMS #7-15-20/CLIN 0096)

(8) Field Equipment, Boat, 21 ft. - Must comply with USCG and state requirements. Used for oil spill response or to support underwater investigations or cleanups. (RCMS #7-15-30/CLIN 0097)

(9) Field Equipment, Boat, 26-30 ft. - Must comply with USCG requirements. Used for oil spill response or to support underwater investigations or cleanups. (RCMS #7-15-35/CLIN 0098)

(10) Field Equipment, Computer, CAD - Computer drafting equipment. Minimum 200 MHZ Pentium Processor, 32 MB of RAM, 2 MB of video RAM, minimum AUTOCAD 13, digitizer, printer, and plotter. (RCMS #7-23-25/CLIN 0105)

(11) Field Equipment, Diving, SCUBA - AGA mask with radio communications port, dry dive suit (similar to Viking or Draeger Constant Volume), gloves, boots, weight harness, surface to diver two-way radio communications, bottled air, support and maintenance equipment. (RCMS #7-36-05/CLIN 0107)

(12) Field Equipment, Diving, Hard Hat Shallow - Hard hat dive helmet with radio communications ports (similar to Superlite-17, Helmax SS-20 Model B, or Desco Diving Hat), dry dive suit (similar to Viking or Draeger Constant Volume), gloves, boots, weight harness, surface to diver two-way radio communications, bottled air with cascade system or compressor unit and hoses, bail-out bottle, support and maintenance equipment. (RCMS #7-36-10/CLIN 0108)

(13) Oil Boom, Harbor, 12" Skirt - Containment boom. Includes necessary tackle. (RCMS #9-05-05/CLIN 0141)

(14) Oil Boom, Harbor, 18" Skirt - Containment boom. Includes necessary tackle. (RCMS #9-05-10/CLIN 0142)

(15) Oil, Skimmer, Drum - Minimum recovery capacity of 450 bbls/day. (RCMS #9-15-05/CLIN 0143)

(16) Oil, Skimmer, Rope - Minimum recover capacity of 2,000 bbls/day. (RCMS #9-15-10/CLIN 0144)

(17) Emergency Lighting - Self contained with extendable boom generator. (RCMS #7-67-10/CLIN 0121)

(18) Acid Pump - Stainless steel, 2 in. (RCMS #8-01-20/CLIN 0131)

(19) Collapsible Holding Pool (50,000 gal.) (RCMS #6-39-50/CLIN 0093)

(20) Grappler Drum Hyd. 360 Degrees. (RCMS #3-00-26/CLIN 0047)  
This equipment shall meet or exceed the following requirements:

(a) Hydraulic operation of clasp and rotation functions

(b) Compatible with and capable of usage by a tracked excavator, i.e., CAT 215 or equivalent, without in field modification of hydraulics, boom or grappler unit.

(c) Unit shall have keyed or designed "stops" on the hydraulics to prevent crushing of drums.

(d) Unit shall have solid steel plate grasp structures to funnel any blasts vertically upward upon contact with drums

(21) Air Compressor - Utility air, hot clean air, 185 cfm (RCMS #7-21-10/CLIN 0102), > 200 cfm (RCMS #7-21-20/CLIN 0103)

(22) Computer Hardware\* - minimum of IBM compatible, Pentium processor with a minimum speed of 200 MHZ; 3.0 Gig hard drive; 32 Mg RAM; 28.8 data/fax modem; 1.44MB 3-1/2 inch high density drive; one serial port; one parallel port; one letter-quality printer. The hardware shall be Year 2000 compliant pursuant to EPA's definition, which is Century-Century/Year-Year/Month/Day. (RCMS #7-23-20/CLIN 0104)

(b) Equipment Specifications - Items to Be Negotiated on a Site-by-Site Basis

(1) Emergency Response Trailer - Includes personnel safety and communications equipment, barrel cart, explosion meter, oxygen meter, and metal detector. Trailer shall be equipped with stairs. (RCMS #2-60-10)

(2) Office Trailer - Minimum 8 ft. X 30 ft. (unless otherwise specified) with photocopier, telephone, sufficient telephone lines (especially for computer usage), sufficient telephone jacks (especially for computers), electrical hookup, HVAC, facsimile machine, typewriter, and communications capability (157.075 mgH). Trailer shall be equipped with stairs. (RCMS #2-55-30)

(3) Field Lab Without Trailer - Standard wet chemistry lab, i.e., beakers, test tubes, various glassware, reagents, and cleaning solvents. Not to include special analytical testing equipment, but should include a "Hazardous Kit" or equal. This lab will enable the chemist/lab technician to characterize any waste into standard categories. (RCMS #4-03-40)

(4) Mobile Laboratory - Laboratory, mobile with fume hood, glove box, bench space, bottles and reagents, pesticide clean: stainless steel serving spoons, Vermiculite, 1 gallon paint cans w/lid clips, DOT flammable liquid, solid and poison "B" labels. (RCMS #4-03-20)

(5) Work Barge (RCMS #7-07-10 - Hoist/#7-07-20 - Pump)

- (6) Tank, Frac, 20,000 gal. (RCMS #7-92-25)
- (7) Trailer - Carbon Steel
- (8) Trucks
  - (a) 6000 gal. Vacuum (RCMS #1-51-60 or 1-51-61(Stainless))
  - (b) Boom/Crane
- (9) Boom, Absorbent
- (10) Oil Snare
- (11) Supersucker
- (12) Dracone, F Type
- (13) Pumps
  - (a) 3" Submersible (with hoses) (RCMS #8-51-20)
  - (b) 4" Submersible (with hoses) (RCMS #8-51-30)
- (14) Portable Heating Capabilities. (RCMS #7-53-10) Equipment shall meet or exceed the following requirements:
  - (a) Electric, diesel, or kerosene fired units capable of producing a minimum of 100,000 BTU's
  - (b) Portable "salamander" type units that can be handled easily by one person
  - (c) Units shall have fuel capacity to run at least 4 hours without refueling
- (15) Personnel Sampling Pump - Low/high flow with self timer (RCMS #5-20-12)
  - (c) Software Specifications\*:
    - (1) WordPerfect -- Capable of providing files that are readable in WordPerfect 6.1
    - (2) Lotus - Capable of providing files that are readable in Lotus 1-2-3 Release 5.0
    - (3) dBase -- Capable of providing files that are readable in Version 5.5
    - (4) Communications software:
      - (a) Crosstalk
      - (b) Close-up

(c) Fax software

(d) microOHM/TADS and/or other chemical database which will produce MSDS-like information

(d) Government-Furnished Software - The Agency will provide the Removal Cost Management System (RCMS) software, Version 4.2, at the time of contract award.

**\* List is not all inclusive.**

#### **C.7 INCORPORATION OF CONTRACTOR'S OFFER**

The Contractor's offer, which includes Standard Form 33; Section B, Supplies or Services and Prices/Costs; Professional Employee Compensation Plan, dated \_\_\_\_\_; Confidential Business Information (CBI) Plan, dated \_\_\_\_\_; Conflict of Interest (COI) Plan, dated \_\_\_\_\_; Quality Management Plan, dated \_\_\_\_\_; Quality Assurance Program Plan, dated \_\_\_\_\_; Health and Safety Program Plan, dated \_\_\_\_\_; Collective Bargaining Agreements with \_\_\_\_\_ dated \_\_\_\_\_; Contractor's Written Payroll Policy dated \_\_\_\_\_; and Resumes and Commitment Letters for Key Personnel; are hereby incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's offer, the contract provisions take precedence.

#### **C.8 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
401 M Street, S.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: [gopher.epa.gov](http://gopher.epa.gov) is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for IRM Policy, Standards and Guidance. World Wide Web Access: <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for IRM Policy, Standards and Guidance.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

#### **C.9 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (APR 1997)**

(a) Executive Order 12873 of October 20, 1993, entitled "Federal Acquisition, Recycling, and Waste Prevention" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory notices (RMANs). THE CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460

**SECTION D - PACKAGING AND MARKING****D.1 SHIPMENT AND MARKING (EP 52.247-100) (APR 1984)**

(a) At the request of the Contracting Officer or as directed elsewhere in this contract or in individual task orders issued under this contract, the contractor shall submit deliverables on 3.5" microcomputer floppy disks. The floppy disks shall be packaged in accordance with standard commercial practice for ADP software. The disks shall be IBM compatible, high density, double-sided, and shall be labeled to indicate:

- (1) Name of deliverable;
- (2) Contract Name;
- (3) Contract Number;
- (4) Date written; and
- (5) Indication of draft or final version.

(b) For each deliverable, data shall be segregated by category and submitted on the diskettes using the following categories:

<u>DATA CATEGORY</u>	<u>ASCII CONVERTED TO AN ORIGINAL IN</u>
(1) Narratives	WordPerfect
(2) Spreadsheets	Lotus 1-2-3
(3) Data Bases	ASCII Delimited Text
(4) PC to PC Communications	CrossTalk

(c) All data submitted in accordance with this clause shall be in the version of the software applications specified in Section C of this contract.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	JAN 1986	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

**E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the FOSC is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at the Work Site



**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

**F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION**

(a) The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

## (b) MANDATORY REPORTS

(1) Contractor Daily Cost Report (EPA Form 1900-55)

- (a) Type: Final
- (b) Title: Contractor's Daily Cost Report (EPA Form 1900-55) (Attachment 9)
- (c) Content Requirements: (1) Estimated or actual daily usage and cost information on personnel, equipment, materials, sample analysis, transportation, disposal, subcontract charges, travel and subsistence, and miscellaneous and other direct costs. The Daily Contractor Cost Report, EPA Form 1900-55, shall be generated using the EPA developed RCMS. The software will be provided at time of award and the data set forth in this paragraph. After completion of the draft EPA Form 1900-55, it shall be reviewed by the contractor and the FOOSC, then finalized and signed by the contractor and the FOOSC.
- (2) All estimated costs sometimes referred to as "await bills" shall be finalized by the contractor within 90 days.

(3) Within 90 days of the completion of site work, the contractor shall:

- (a) have entered into RCMS all costs incurred, but not previously recorded into RCMS. "Reconciliation" 1900-55s for these costs will be generated, reviewed and verified in accordance with procedures for daily 1900-55s.
  - (b) submit a "reconciliation" invoice for these "reconciliation" 1900-55s, as well as costs recorded in RCMS, but not previously invoiced. The "reconciliation" invoice will be generated, reviewed and approved in accordance with procedures for monthly invoices.
  - (c) notify the CO in writing that all costs claimed for this DO have been recorded in RCMS and invoiced.
- (d) Distribution:
- (1) FOSC - original signed document
- (e) Delivery Schedule: On site - The contractor shall provide a copy to the FOSC at end of each work day, or no later than noon the following day. The contractor may submit a monthly 1900-55 to capture await bills being finalized after demobilization from the site within 90 days.
- (f) Number of days Government has to review/approve: FOSC reviews and signs 1900-55s daily, while on site. When off site, the FOSC will review/approve 1900-55s within 15 calendar days of receipt.

(2) **CERCLA Off-Site Disposal Report**

- (a) Type: Final
- (b) Title: CERCLA Off-Site Disposal Report
- (c) Content requirements: Per the following format
- (d) Distribution:
  - (1) PO
  - (2) FOSC
- (e) Delivery Schedule: Report to be completed by cleanup contractor and received by PO/FOSC within 10 days after disposal has been completed at each site.

**CERCLA OFF-SITE DISPOSAL REPORT**

## Information Required for CERCLA Off-site Waste Management Activities

1. Superfund site name/State/CERCLIS SSID number:
2. Type of action (Check two)
 

<input type="checkbox"/> Removal	<input type="checkbox"/> Fund-financed
<input type="checkbox"/> Remedial	<input type="checkbox"/> PRP-financed
3. Type (check one) and form (check one) of waste; if more than one type, attach separate sheets for this and remaining questions for each type:
 

Type: <input type="checkbox"/> solvents <input type="checkbox"/> dioxins/furans <input type="checkbox"/> cyanides <input type="checkbox"/> heavy metals (specify metals) _____ <input type="checkbox"/> acids <input type="checkbox"/> PCBs <input type="checkbox"/> halogenated organics <input type="checkbox"/> other RCRA-listed hazardous wastes (specify) _____ <input type="checkbox"/> non-hazardous or de-listed wastes	Form: <input type="checkbox"/> wastewater <input type="checkbox"/> liquid waste <input type="checkbox"/> organic sludge (> 1% total solids) <input type="checkbox"/> inorganic sludge (<1% total org. carbon) <input type="checkbox"/> contaminated soil and debris <input type="checkbox"/> solid or solidified waste (specify) _____
--	--
4. Quantity of waste:
 

<input type="checkbox"/> cubic yard (CY)	<input type="checkbox"/> tons/lbs
<input type="checkbox"/> gallons (gal)	<input type="checkbox"/> lab packs
<input type="checkbox"/> drums	
5. Range, average, and/or representative concentrations of the contaminants of concern: \_\_\_\_\_
6. Pre-treatment of waste before transportation:
 

<input type="checkbox"/> precipitation	<input type="checkbox"/> neutralization
<input type="checkbox"/> solidification	<input type="checkbox"/> fixation
<input type="checkbox"/> stabilization	<input type="checkbox"/> other (_____)
7. Receiving RCRA facility name/location/I.D number/units:  
\_\_\_\_\_
8. Receiving Region \_\_\_\_\_
9. Receiving Region Off-site Contact (RROC):  
 Name \_\_\_\_\_ Date \_\_\_\_\_
10. Date(s) of Shipments \_\_\_\_\_  
 Date disposal is completed/facility signs manifest for receipt of  
 final shipment) \_\_\_\_\_

11. Pre-treatment of waste at site before final treatment or disposal:

<input type="checkbox"/> precipitation	<input type="checkbox"/> neutralization
<input type="checkbox"/> solidification	<input type="checkbox"/> fixation
<input type="checkbox"/> stabilization	<input type="checkbox"/> other (_____)

12. Final method of treatment or disposal/unit receiving:

<input type="checkbox"/> precipitation	<input type="checkbox"/> neutralization
<input type="checkbox"/> incineration	<input type="checkbox"/> landfill
<input type="checkbox"/> land treatment	<input type="checkbox"/> injection
<input type="checkbox"/> recovery/re-use	<input type="checkbox"/> other (_____)

13. If waste was landfilled:

- What disposal cell number or location? \_\_\_\_\_

- Type of liner in cell? (e.g. PVC, clay, hypalon) \_\_\_\_\_

14. Cost of activities:

\_\_\_\_\_ treatment/disposal cost per unit \_\_\_\_\_;  
 \_\_\_\_\_ total cost based on treatment/disposal only  
 (no transportation cost);  
 \_\_\_\_\_ transportation cost per unit \_\_\_\_\_;  
 \_\_\_\_\_ total cost for transportation only.

(3) **Contractor's Final Site Report**

(a) Type: Draft and Final

(b) Title: Contractor's Final Report

(c) Content Requirements: This report shall detail all task order costs, and list labor, equipment, materials, subcontractors, and other items or services delivered. This report shall describe response approaches used, any problems encountered and solutions used.

(d) Distribution:

DRAFT

(1) PO  
(2) FOSC

FINAL

(1) PO  
(2) FOSC  
(3) CO

(e) Delivery Schedule: Draft report to be received within thirty (30) days after the conclusion of the on-site work. Final report to be received within thirty (30) days of the receipt and incorporation of EPA comments.

- (f) Number of days Government has to review/approve:  
Thirty (30) days from receipt for both the draft and final reports.

(4) **Year-end Report**

- (a) Type: Final
- (b) Title: Year-end Report
- (c) Contract requirements: Narrative and cost summary of the activities performed and planned for completion under the contract during the twelve (12) month period being reported. The report shall include an assessment of the overall contract program, recommendations for improving the effectiveness of the program, and a summary of all removal actions taken, including technical and financial information.
- (d) Distribution:
  - (1) PO
  - (2) CO
- (e) Delivery schedule: Within thirty (30) calendar days following the end of each contract year.

(5) **Site Safety Plan**

- (a) Type: Final
- (b) Title: Site Safety Plan
- (c) Content Requirements: Conforms with 29 CFR 1910.120 and addresses, but is not limited to, three major areas: (1) the site itself, include any geographic hazards which may exist; (2) the materials/chemicals involved, including the nature of each (i.e., explosive), exposure, recommendation for level of safety equipment to be used at site as well as personal protection; and (3) all emergency services available locally, such as fire department, ambulance and hospitals, with telephone numbers for each.
- (d) Distribution: FOSC
- (e) Delivery Schedule: Report to be received prior to commencing cleanup action for a particular site.

(6) **Quarterly Quality Assurance Data Report**

- (a) Type: Final
- (b) Title: Quality Assurance Data Report

- (c) Content Requirements: A copy of all analytical data generated for sample analysis subcontracts. All reports shall be consistent and compatible in format with EPA's Office of Emergency and Remedial Response quality assurance procedures. The report shall include Non-Contract Laboratory Program (CLP) Superfund Analytical Tracking Forms as backup information for this report.
- (d) Distribution:
  - (1) PO
  - (2) QA Officer
- (e) Delivery Schedule: On or before the 15th day following the three month quarter being reported on.
- (7) **Site Specific Work Plan**
  - (a) Type: Final
  - (b) Type: Site Specific Work Plan
  - (c) Content requirements: Written work plan to be completed after initial on-scene survey. This work plan shall define the types and quantities of clean-up personnel, equipment and materials needed, proposed project schedule by subtask, and the estimated cost.
  - (d) Distribution:
    - (1) CO
    - (2) PO
    - (3) FOSC
  - (e) Delivery Schedule: No later than ten (10) days after mobilization, if required by the task order.
  - (f) Number of days Government has to review/approve: 10 days.

(c) SITE SPECIFIC AND SPECIAL REPORTS. The Contractor shall submit the following reports at the request of the EPA FOSC or other designated official.

- (1) **Daily Work Report**
  - (a) Type: Final
  - (b) Title: Work Report (work to be performed and work accomplished)
  - (c) Content Requirements: Written work report in advance of each day's activities specifying work to be performed and the number and types of personnel,

equipment, and materials to be used, and any other activities to be performed. This report also documents work accomplished.

- (d) Distribution:
  - (1) FOSC on-site
- (e) Delivery Schedule: In advance of commencing each phase of work.
- (2) **Site Progress Report**
  - (a) Type: Final
  - (b) Title: Site Progress Report
  - (c) Content: Summary, indicating amount of material treated or removed from a site, transportation and disposal methods used, analytical data, and estimated or actual costs to date.
  - (d) Distribution:
    - (1) FOSC on-site
  - (e) Delivery Schedule: Daily, weekly or bi-weekly progress reports as specified by the FOSC.
- (3) **Special Reports**
  - (a) Type: To be determined.
  - (b) Title: To be determined.
  - (c) Content Requirements: To be determined.
  - (d) Distribution: To be determined.
  - (e) Delivery Schedule: To be determined.

**F.3 MONTHLY PROGRESS REPORT--TIME AND MATERIALS OR LABOR HOUR CONTRACT  
(EPAAR 1552.210-73) (SEP 1990) DEVIATION**

(a) The Contractor shall furnish two (2) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the work ordered and completed during the reporting period, and a description of the work accomplished to support the cost. Since work is ordered using task orders, include the estimated percentage of task completed during the reporting period for each task order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity

with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding task order, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify the financial status at the task order level as follows:

(1) Task order number, date, and title.

(2) EPA Client Organization.

(3) Period of performance, including any explanations for any extensions that may be needed.

(4) For the current reporting period, display the amount claimed.

(5) For the cumulative period and the cumulative contract life display: the amount obligated, a listing of all invoices submitted including invoice number, date submitted, period of invoice, total amount of invoice, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less total amounts originally invoiced, plus the total amount disallowed.

(6) Labor hours.

(a) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(b) For the current reporting period, display the expended labor hours by labor hour category for the prime contractor and each subcontractor and/or joint venture partner.

(c) For the cumulative contract period and the cumulative life display: the negotiated, expended, and remaining labor hours by labor hour category for the prime contractor and each subcontractor and/or joint venture partner.

(d) Display the estimated labor hours to be expended during the next reporting period.

(e) Display the estimates of remaining labor hours required to complete the task order.

(7) Equipment Usage:

(a) A list of equipment items and the number of days used for the reporting period.

(b) For the current reporting period, display the expended daily equipment usage by equipment category for the prime contractor and each subcontractor and/or joint venture partner.

(c) For the cumulative contract period and the cumulative



life display: the negotiated, expended, and remaining daily equipment usage by equipment category for the prime contractor and each subcontractor and/or joint venture partner.

(d) Display the estimated daily equipment usage to be expended during the next reporting period.

(e) Display the estimates of remaining daily equipment usage required to complete the task order.

(8) Unbilled allowable costs. Display the total costs for materials/other direct costs/subcontracts that have been incurred but unbilled for the current reporting period and cumulative for each task order.

(9) A list of deliverables for each task order during the reporting period.

(e) This submission does not change the notification requirements of the Section G clause entitled "PAYMENTS--FIXED RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APR 1984)," which requires a separate written notice to the Contracting Officer for each task order.

(f) The reports shall be submitted to the following addressees on or before the 15th of each month following the first complete reporting period of the contract. See the Section G clause entitled "SUBMISSION OF INVOICES (EPAAR 1552.232-70)(JUN 1996) ALTERNATE I (JUN 1996)" for details on the timing of submittals. Distribute reports as follows:

<u>No. of Copies</u>	<u>Addressee</u>
1	Project Officer
1	Contracting Officer

#### **F.4 WORKING FILES (EPAAR 1552.210-75) (APR 1984) DEVIATION**

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

#### **F.5 USE OF RECOVERED MATERIALS**

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum percentage of recycled content for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (c).

(b) If the contractor is required under this contract to deliver non-paper office products, miscellaneous products, construction products, landscaping products, transportation products, and vehicular products listed below, the Contractor shall to the maximum extent possible under this contract, all such items shall meet the minimum percentage of recycle content for recovered materials.

(1) Recovered materials are defined as waste material and by-products which have been recovered or diverted from solid waste, but does not include materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer materials are defined as a material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Postconsumer materials are part of the broader category of recovered materials.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(c) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

**Note: The content levels for all EPA recommendations should be read as B% recovered fiber, including A% postconsumer fiber, and not as B% recovered fiber plus A% postconsumer fiber. Items marked with an \* are available from the Defense Logistics Agency's Defense Supply Center Richmond. Please see [www.epa.gov/cpg](http://www.epa.gov/cpg) for additional product specifications and other important information.**

PRODUCT CATEGORY:	% POSTCONSUMER FIBER CONTENT	% RECOVERED FIBER
<b>Paper and Paper Products:</b>		
Copier paper and bond paper	30% minimum	30% minimum
Offset paper	30% minimum	30% minimum
Tablet paper	30% minimum	30% minimum
Forms (computer printout, forms ledger)	30% minimum	30% minimum
Envelope paper, kraft	30% minimum	30% minimum
Envelope paper, white and colored including manila	10-20%	10-20%
Envelope paper, unbleached	10% minimum	10% minimum
Cotton fiber paper	30% minimum	30% minimum
Text and cover paper	30% minimum	30% minimum
Supercalendared	10% minimum	10% minimum
Machine finish groundwood	10% minimum	10% minimum
Papeteries	30% minimum	30% minimum
Check safety paper	10% minimum	10% minimum
Coated printing paper	10% minimum	10% minimum
Carbonless paper	30% minimum	30% minimum
File folders (manila and colored)	30% minimum	30% minimum
Dyed filing products	20% minimum	20-50%
Cards (index, postal, other)	20% minimum	50% minimum
Pressboard report covers, binders	20% minimum	20% minimum
Tags and tickets	20% minimum	20-50%

Newsprint	20-85%	20-100%
	% POSTCONSUMER FIBER CONTENT	% RECOVERED FIBER
Corrugated containers (<300psi)	25-50%	25-50%
Corrugated containers (300 psi)	25-30%	25-30%
Solid fiber boxes	40% minimum	40% minimum
Folding cartons	40-80%	100%
Industrial paperboard (tubes, cores, drums, cans)	45-100%	100%
Miscellaneous (pad backs, covered binders, book covers, mailing tubes, protective packaging)	75-100%	90-100%
Padded mailers	5-15%	5-15%
Carrierboard	10-15%	10-100%
Brown papers (wrapping paper, bags)	5-20%	5-40%
Tray liners	50-75%	100%
Non-Paper Office Products:		
Plastic Trash Bags	10-100%	
Plastic covered binders		25-50%
Paper covered binders	75-100%	90-100%
Pressboard binders	20% minimum	50% minimum
Plastic desktop accessories		25-80% Polystyrene
Plastic envelopes	25% minimum	25-35%
Plastic office recycling containers and waste receptacles	20-100%	
Steel office recycling containers and waste receptacles		25-100%
Paper-corrugated office recycling containers & waste receptacles	25-50%	25-50%
Paper-solid fiber box recycling containers and waste receptacles	40% minimum	
Paper-industrial paperboard recycling containers and waste receptacles	40-80%	100%
Printer ribbons	Procure printer ribbon re-inking or reloading services or procure re-linked or reloaded printer ribbons	
Toner cartridges *	Procure remanufacturing services for expended cartridges or procure remanufactured toner cartridges or new toner cartridges made with recovered materials	
Miscellaneous Products:		
Pallets - wooden	95-100%	
Pallets - plastic lumber	100%	
Pallets - thermoformed	25-50%	

Pallets - paperboard

50% minimum

PRODUCT CATEGORY:	% POSTCONSUMER CONTENT	% RECOVERED MATERIAL CONTENT
<b>Construction Products:</b>		
Building insulation - rock wool		75% slag
Building insulation - fiberglass		20-25% glass cullet
Building insulation - cellulose loose-fill or spray-on	75%postconsumer paper	75%postconsumer paper
Building insulation - perlite composite board	23% postconsumer paper	23%postconsumer paper
Building insulation - plastic rigid foam		9% minimum
Building insulation - foam in place polyisocyanurate/polyurethane		5% minimum
Building insulation - glass fiber reinforced		6% minimum
Building insulation - phenolic rigid foam		5% minimum
Building insulation - plastic, non-woven batt		100% recovered and/or  postconsumer plastic
Carpet-polyester face fiber	25-100% PET	25-100% PET
Cement with fly ash or ground  granulated blast furnace slag	See product listing at <a href="http://www.epa.gov/cpg">www.epa.gov/cpg</a>	
Concrete with fly ash or ground  granulated blast furnace slag	See product listing at <a href="http://www.epa.gov/cpg">www.epa.gov/cpg</a>	
Floor tiles, heavy duty commercial	90-100% rubber	
Floor tiles - heavy duty commercial		90-100% plastic
Structural fiberboard		80-100%
Laminated paperboard	100%	100%
Reprocessed latex paint - white, off-white, pastel colors	20% minimum	20% minimum
Reprocessed latex paint - grey, brown, earthtones, other dark colors	50-99%	50-99%
Consolidated latex paint	100%	100%
Patio blocks - rubber or rubber blends	90-100%	
Patio blocks - plastic or plastic blends		90-100%
Shower and restroom dividers - steel	16 % minimum	20-30%
Shower and restroom dividers - plastic	20-100%	20-100%
<b>Landscaping Products:</b>		
Garden hoses	60-65% rubber and/or plastic	
Soaker hoses	60-70% rubber and/or plastic	

PRODUCT CATEGORY:	% POSTCONSUMER CONTENT	% RECOVERED MATERIAL CONTENT
<b>Landscaping Products, continued from previous page:</b>		
Hydraulic mulch - paper based	100%	100%
Hydraulic mulch - wood based		100% wood & paper
Lawn and garden edging	30-100% plastic and/or rubber	30-100 plastic and/or rubber
Yard trimmings compost	See product listing at <a href="http://www.epa.gov/cpg">www.epa.gov/cpg</a>	

**Park and Recreation Products:**

Plastic fencing	60-100%	90-100%
Playground surfaces	90-100% rubber or plastic	
Running tracks	90-100% rubber or plastic	

**Transportation Products:**

Channelizers - plastic	25-95%	
Channelizers - rubber (base only)	100%	
Delinerators - plastic	25-90%	
Delinerators - rubber (base only)	100%	
Delinerators - steel (base only)	25-50%	
Flexible delinerators - plastic	25-85%	
Parking stops - plastic or rubber	100%	
Parking stops - concrete containing fly ash		20-40%
Parking stops - concrete containing ground granulated blast furnace slag		25-70%
Traffic barricades - plastic	80-100% HDPE, LDPE, PET	100% HDPE, LDPE, PET
Traffic barricades - steel		25-100%
Traffic barricades - fiberglass		100%
Traffic cones - plastic		50-100% PVC or LDPE
Traffic cones - crumb rubber		50-100%

**Vehicular Products:**

Engine coolants (antifreeze)	See product listing at <a href="http://www.epa.gov/cpg">www.epa.gov/cpg</a>
Re-refined motor oil *	25-100%
Retread tires	See product listing at <a href="http://www.epa.gov/cpg">www.epa.gov/cpg</a>

**F.6 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)**

The effective period of this contract is from the date of contract award and shall continue in effect through thirty-six (36) months thereafter, unless terminated in accordance with other provisions herein.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

**TO BE DETERMINED AT TIME OF AWARD**

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

**G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number

1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.



### G.3 INVOICE REQUIREMENTS

(a) Notwithstanding the requirements of the Section G, clause SUBMISSION OF INVOICES (EPAAR 1552.232-70)(JUN 1996) ALTERNATE I (JUNE 1996) DEVIATION, separate invoices must be submitted for each task order issued under this contract. Invoices for payment shall be submitted in an original and five (5) copies distributed in accordance with the instructions set forth below and shall include the contract number, order number, accounting and appropriation data as set forth in each task order, description of services, and the amount of payment requested. Each invoice submitted for a particular task order shall be numbered consecutively.

(b) In addition to the special requirements described below, all invoices for payment under any task order shall be accompanied by a summary of costs, for other than fixed rate items, claimed by major cost element: labor, equipment usage, sampling/analysis, transportation, disposal, travel and subsistence, materials, subcontracts, and any other charges. Invoices must be broken down further as follows:

(1) Each invoice shall contain a "Cost Summary Report" which will give current and cumulative totals listed by major cost element category.

(2) A "Project Daily Summary" is to be included with each invoice. This portion of the invoice shall have the changes for each major category listed by date with daily totals and separately show costs for each corporate entity providing cleanup services on the site. Hours charged against a project by ERRS management personnel or work performed at the contractor's office must be clearly identified.

(3) Invoices are to include "Project Daily Detail" sheets with each line item listed giving a description, source of item, quantity, unit of measure, dollar rate and total for the day. There shall be a subtotal for each major category and a total of charges for the day. The "Project Daily Detail" sheets shall be consistent with EPA Form 1900-55's prepared each day with any difference explained fully by individual line item.

**EXCEPTION: Where only maintenance activity is occurring at a site (e.g. bottled water, site security, etc.), a monthly EPA Form 1900-55 may be submitted in lieu of the Project Daily Summary and the Project Daily Detail Sheets.**

(4) An "Equipment Usage Log" shall be included with each invoice giving the dates that each piece of equipment was utilized during that billing period and its source and unique identification number (i.e., serial number) for those equipment items billed at fixed rates as identified in the Schedule and for those other items of equipment for which FOSC assigned rates have been established in anticipation of fixed rates being negotiated into the contract or task order. Items using FOSC assigned rates must be clearly identified.

(5) A Materials/Other Direct Costs/Subcontract Log shall be included with the invoice and shall itemize all items purchased and/or provided at cost. This Log shall also identify the ceiling rate, if

applicable, associated with materials purchased and/or provided at cost. Subcontract services provided at the fixed rates listed in Section B of the contract should be excluded.

(6) Copies of hotel receipts are required to be submitted by the Contractor along with monthly invoices. Lack of hotel receipts shall result in the suspension of unsupported amounts until the hotel receipts are provided.

(7) The invoice module shall be used on the Removal Cost Management System (RCMS). The contractor shall commence using that program and format, with appropriate company modifications, to submit invoices under this contract. NOTE: All invoices shall be generated from the contractors accounting system. All billed costs shall be reconciled to the contractor's job cost system on a quarterly basis.

(8) Final invoices for costs other than transportation and disposal must be received within 120 days after site work is completed unless a longer period of time is preauthorized by the FOSC. Final invoices for costs associated with transportation and disposal shall be submitted within 120 days after the transportation and disposal has been completed unless a longer of period of time is preauthorized by the FOSC.

(c) Distribution shall be as follows:

(1) The original and two (2) copies of each invoice to the Finance Office specified in \_\_\_\_\_\* of each Task Order issued hereunder.

(2) Three (3) copies of each invoice to the FOSC. One (1) copy of the invoice shall be accompanied by readable copies of the Contractor Daily Cost Reports (EPA Form 1900-55) and other documentation (i.e., sales receipts, charge tickets, invoices, etc.) to substantiate all costs for which reimbursement is requested. This copy shall include, on the reverse side or in an attachment thereto, the following statements:

#### CONTRACTOR CERTIFICATION

I hereby certify in accordance with FAR 52.232-7 that all costs included in this invoice have been paid by (insert Contractor Company Name) prior to submitting the invoice to EPA for payment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer with  
Authority to Bind the Company

#### FEDERAL ON-SCENE COORDINATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

---

 Date

---

 Federal On-Scene Coordinator

(3) One (1) copy of the above certifications to the ERRS Project Officer.

(4) One (1) copy of each invoice to the address shown below. This copy shall be accompanied by readable copies of the Contractors Daily Cost Reports (EPA Form 1900-55) and other documentation (sales receipts, charge tickets, invoices, etc.) to substantiate all costs for which reimbursement is requested. A copy of the certification required above shall also accompany this copy of each invoice.

U.S. Environmental Protection Agency  
 Acquisition Section - MCC-10J  
 77 West Jackson Blvd.  
 Chicago, IL 60604-3590

(d) When a Project Officer (PO), Contracting Officer (CO), or a Contracting Officer's Representative (COR) identifies costs in a voucher that are to be suspended or disallowed, the Form 1900-68 is used to identify those costs, the associated reasons, and to communicate the action to all necessary parties. The PO, CO, and /or COR must fill out the Form 1900-68 explaining the suspended amount, sign and date the Form and send it to the contractor. The contractor must fill out the acknowledgment of the receipt on the applicable area on Form 1900-68 and return a copy of it to the PO, CO, or COR who made the suspension. You may view the Form 1900-68 at <http://intranet.epa.gov/oamintra>. Click on Contract Management Manual, Chapter 6, Invoice Review Process. See paragraph 6.13, EPA Form 1900-68.

\* To be completed at time of contract award.

#### **G.4 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (APR 1984) DEVIATION**

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Ceiling rate and/or indirect cost rates are specified in the "Indirect Costs" clause. Ceiling rate costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) above and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits,

salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all task orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this

contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

#### **G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management  
(3802R)  
401 M St., S.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an

executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option

periods.

**G.6 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)**

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

**Certificate of Indirect Costs**

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;
3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and
4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME OF OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_



DATE OF EXECUTION: \_\_\_\_\_

**G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

**TO BE IDENTIFIED AT TIME OF CONTRACT AWARD**

Contract Specialist(s) responsible for administering this contract:

**TO BE IDENTIFIED AT TIME OF CONTRACT AWARD**

Administrative Contracting Officer:

**TO BE IDENTIFIED AT TIME OF CONTRACT AWARD**

**G.8 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EP 52.242-105) (MAR 1990)**

(a) A Financial Administrative Contracting Officer (FACO), normally located in the Cost Policy/Rate Negotiation Branch, Cost Advisory and Financial Analysis Division, shall be responsible for performing certain post-award functions related to the financial aspects of this contract. These functions include the following duties:

- (1) Review the contractor's compensation structure and insurance plan.
- (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
- (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
- (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause.
- (5) In connection with Cost Accounting Standards,
  - (A) Determine the adequacy of the contractor's disclosure statements;
  - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
  - (C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and
  - (D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.
- (6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.

- (7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.
- (8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the Contracting Officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the Contracting Officer upon execution.

(c) The FACO for this contract is: TO BE DETERMINED AT TIME OF AWARD

#### **G.9 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the Task Order.

#### **G.10 POST-AWARD CONFERENCE**

A post-award conference shall be held within thirty (30) calendar days after contract award in order to 1) achieve a clear and mutual understanding of all contract requirements and 2) to identify and resolve potential problems. Attendance shall be required by representatives of the Contractor and the EPA.

**G.11 SUBCONTACT CONSENT APPROVAL LEVELS**

(a)(1) The Contractor shall submit the information required by FAR clause 52.244-2, Subcontracts (AUG 1998) Alternate II, simultaneously to the Federal On-Scene Coordinator (FOSC) and Contracting Officer (CO) and obtain consent to subcontract from the FOSC or CO in accordance with the following:

<u>Description</u>	<u>Action</u>	Responsible <u>Official</u>
Subcontracts under \$250,000 (Except as Stated Below)	Review & Consent	FOSC
Sole Source Subcontracts over \$100,000 (Except Transportation and Disposal)	Review Review & Consent	FOSC CO
Sole Source Transportation and Disposal over \$250,000	Review Review & Consent	FOSC CO
Innovative and Emerging Alternative Technology (All Dollar Amounts)	Review Review & Consent	FOSC CO
All Other Actions over \$250,000	Review Review & Consent	FOSC CO

(2) Innovative Alternative Technology is defined as any fully developed technology for which cost or performance information is incomplete, thus hindering routine use at CERCLA sites. An Innovative Alternative Technology may require field testing before it is considered proven and available for routine and/or site-specific use. Emerging Alternative Technology is defined as alternative technology in an earlier stage of development than Innovative Alternative Technology, where performance research has not yet successfully passed laboratory or pilot testing.

(3) FOSCs may authorize the contractor to proceed with placement of subcontracts, regardless of the dollar amount, in instances where CO consent cannot be obtained due to time constraints. Such action requires that a request for ratification be submitted to the CO within five working days in instances where the action exceeds the authority of the FOSC as specified above.

(b) The contractor shall comply with the requirements as stipulated in FAR 52.244-2, Subcontracts, (AUG 1998) Alternate II (AUG 1998). Subcontract consent is **mandatory** for subcontracted tasks involving hot zones (all levels), indemnification, conflict of interest or safety training. The authority to consent to subcontracts is delineated in paragraph A herein. (For additional review and/or approval for pollution liability indemnification, refer to Sections H and I). For the purposes of this clause, a hot zone is defined as a site area requiring personal protective equipment at any level.

(c) In instances where the subcontract exceeds the simplified acquisition threshold (\$100,000) or is of a number of subcontracts with a single subcontractor for the same or related supplies or services that in the

aggregate are expected to exceed the simplified acquisition threshold, the Contractor shall provide in Block 23 of the EPA Form 1900-55 (or as an attachment thereto) prepared for the day on which the consent for the subcontract is given, information on how the subcontractor was selected and the competition obtained. For noncompetitive subcontracts, the Contractor shall provide a sole source justification which states why there is only one source and what efforts were made to obtain competition.

(d) The following are designated as "Team Subcontractors" in the contract:

**TO BE COMPLETED AT TIME OF CONTRACT AWARD OR MODIFICATION, IF APPLICABLE.**

Additional team subcontractors may be approved in writing only by the Contracting Officer.

(e) Subcontract consent under this clause:

- (1) Subcontract consent given under this clause is conditional upon the prime contractor providing the required information to support the proposed subcontract;
- (2) A copy of the signed subcontract shall be sent to the FOSC and CO within ten (10) working days of its execution;
- (3) EPA consent to the subcontract does not relieve the prime contractor of any obligations or responsibilities under the prime contract;
- (4) EPA consent to the subcontract does not create any obligation for EPA relative to the subcontractor;
- (5) EPA consent to the subcontract does not create any "privity of contract" between EPA and the subcontractor;
- (6) EPA consent does not constitute a determination as to the acceptability of the subcontract price or the allowability of costs;
- (7) EPA consent to the subcontract does not constitute approval of the terms and conditions of the subcontract; and
- (8) The Contracting Officer will act only in disputes arising under the prime contract, even if a subcontractor is affected by the dispute between EPA and the prime contractor.

**G.12 DECONTAMINATION OF CONTRACTOR-OWNED EQUIPMENT**

With regard to equipment provided by the Contractor, the FOSC and the Response Manager assigned to the site will determine which equipment is to be decontaminated and whether or not it is to be decontaminated at the site of the removal or at the contractor's facilities. Labor charges and charges for

decontamination equipment (equipment used to decontaminate other equipment) for decontamination efforts will be considered allowable charges under this contract and will be paid in accordance with the applicable rate(s) specified in the Schedule. Reasonable charges for the equipment while it is being decontaminated will be allowable charges under this contract. When the decontamination effort is performed at the contractor's facilities, a reasonable charge for the decontamination labor, decontamination equipment, and equipment to be decontaminated shall not exceed one day.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

#### (a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

#### (b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

#### (c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or

final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

## **H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the

Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

### **H.3 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.



**H.4 LIMITATION OF FUTURE CONTRACTING (TCRR) (EPAAR 1552.209-74) (MAR 1997)  
ALTERNATE I (MAR 1997)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the delivery order or tasking document and for a period of five (5) years after the completion of the delivery order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide any Technical Assistance Team (TAT) type activities (e.g., TAT contracts) to EPA within the Contractor's Time Critical Rapid Response (TCRR) assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.

(2) It will not provide any Technical Assistance Team (TAT) type activities (e.g., TAT contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform TCRR work.

(3) It will be ineligible for award of TAT type activities contracts for sites within its respective TCRR assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting

Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (g), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H.5 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to

participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

**H.6 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.7 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government

may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

#### **H.8 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)**

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

#### **H.9 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

#### **H.10 LIMITATION ON REIMBURSEMENT FOR RENTAL EQUIPMENT (EP 52.231-305) (APR 1992)**

(a) If a fixed rate for equipment has been included in the contract but the contractor provides that equipment through a third-party subcontract or short-term rental/lease, reimbursement for that equipment shall be at

the fixed rate specified in the contract for that item for the prime contractor or team subcontractor, depending upon which (prime contractor or subcontractor) leases or rents the equipment.

(b) If it is determined by the contracting officer to be in the best interest of the Government to suspend this limitation, reimbursement for rented/leased equipment may be at a cost which exceeds the fixed rate. Such consideration shall be made on a case-by-case basis. A request for approval of a higher cost shall be made by the contractor in writing to the contracting officer in advance of charging the higher rate. Written documentation supporting the request shall include the description of the item, CLIN number, proposed cost, an explanation of why the contractor is proposing to rent/lease the equipment, and such other information as may be considered necessary by the contracting officer to evaluate the proposal.

(c) In the event of an emergency, the On-Scene Coordinator (OSC) may approve a higher rate with written documentation to be forwarded by the contractor to the contracting officer through the OSC within ten (10) calendar days thereafter. In addition to the information required in the proceeding paragraph, details on the nature of the emergency shall be included.

(d) The final determination on reimbursement for a cost for rented/leased equipment for which the contract includes a fixed rate shall be the responsibility of the contracting officer except in an emergency during which the OSC's approval shall be accepted by the contracting officer until the emergency situation is stabilized provided the required documentation is submitted to the contracting officer within the time specified above.

(e) In determining the allowability of reimbursement for the cost of rented/leased equipment for which the contract includes a fixed rate and which results in a cost in excess of the fixed rate, the Government may consider incremental charges incurred in connection with rental equipment for excessive usage and peak seasons during which time all of the contractor's owned equipment is dedicated to other EPA sites. The Government may also take into consideration instances where the contractor's equipment has been in use on a long-term basis on non-EPA jobs before being required by EPA and the length of the EPA job.

#### **H.11 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information

according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.12 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.13 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information



Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.14 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, task order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her task order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the task order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, task order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, task order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.15 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

Contract Coordination Designee  
Transportation and Disposal Coordinator(s)  
Response Managers

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.16 PUBLICITY (EPAAR 1552.237-74) (APR 1984)**

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

#### **H.17 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H.18 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984) DEVIATION**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

#### **H.19 CONFIDENTIALITY OF INFORMATION**

Any data that is generated or obtained by the Contractor and/or any subcontractors during contract performance shall be considered confidential and shall not be disclosed to anyone other than EPA employees or to the Department of Justice without the prior written approval of the OSC and CO.

Nor shall any such data be used for any other purpose except in connection with this contract. Any such data generated or obtained during contract performance shall be delivered to the Government at the request of the OSC and CO.

## **H.20 ACCESS RIGHTS AND ACCESS AGREEMENTS**

The Government, with assistance and cooperation from the Contractor, shall obtain access rights and access agreements as necessary to fulfill the requirements of the contract.

## **H.21 HEALTH AND SAFETY**

(a) The nature of the work to be performed under this contract is inherently hazardous. The Contractor is responsible for the safety of its employees and subcontractor employees on-site. The Contractor shall submit a Health and Safety Program Plan in accordance with the requirements of Section C clause entitled, STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR TASK ORDERS (EP 52.210-110)(APR 1984). However, the FOSC has the authority to review and establish the minimum standards of safety for all individuals on-site at any time. The Contractor shall ensure that all personnel working at the site are in compliance with EPA, OSHA, state and minimum standards as specified by the FOSC.

(b) The required level of protection for each site will be specified by the FOSC. The FOSC's determination of the required level of protection at all times shall not be subject to the "Disputes" clause of this contract. Rather, if the Contractor has a dispute with respect to health and safety, which cannot be resolved between the FOSC and the Contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the Contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, New Jersey, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the Contractor may not delay implementation of an FOSC directive pertaining to health and safety.

(c) When a specific site safety plan is required as part of a task order to be developed by the Contractor, such plan shall include the required level of protection specified by the FOSC. The site specific safety plan shall be submitted to the FOSC for review and approval prior to commencing work. Upon receipt of the FOSC's approval, the Contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been requested by the FOSC. If a site safety plan is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the FOSC within twenty-four (24) hours (or less if specified by the task order) of its submission to the Contractor. In any event,

commencement of cleanup services without notification to the FOSC of any objections will be deemed to constitute acceptance of the safety plan.

(d) Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the Contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by the EPA.

## **H.22 AUTHORITY TO TAKE DIRECTION**

The Contractor agrees to make whatever arrangements are necessary to ensure that there is someone on-scene at all times with the authority to take technical direction from the FOSC and to manage the activities being performed. If work is being performed solely by personnel provided by Team Subcontractors and/or Joint Venture Partners and there is no on-scene presence of a representative from the prime Contractor's firm, the Contractor agrees to provide such subcontractor(s) with the authority to take direction as its agent and to make decisions on behalf of the Prime Contractor.

## **H.23 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA)**

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provisions of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under this contract.

The disclosure of any potential conflicts of interests as required in Section H clause entitled, ORGANIZATIONAL CONFLICT OF INTEREST, of this contract shall not be construed or interpreted as an admission by the Contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the Contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

## **H.24 USE OF ERRS COMPANY-OWNED LABORATORIES**

The EPA considers it a conflict of interest for the Contractor to use its own laboratories for analysis and requires analysis to be subcontracted. However, under emergency response conditions, there may be instances where real time analytical support services from the ERRS contractor-owned laboratories is necessary and the only option available to the Contractor and the FOSC. In these instances, real time analysis of unstable hazardous waste materials to provide the FOSCs with the necessary information to protect the public health, environment, and site personnel may be provided. The

Contractor shall notify the CO, in writing, within 24 hours or the first business day thereafter, when these situations arise.

#### **H.25 REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES**

(a) The Contractor is required to subcontract all transportation of oil, petroleum and hazardous substances removed from the site of the cleanup to an appropriate disposal facility and to subcontract the storage and ultimate disposal of the materials. If the prime Contractor also has transportation equipment and disposal facilities within the same company, such equipment and facilities will not be eligible for use under this provision. This requirement may not be waived except by prior written approval of the CO or as described in (c) below. The above restrictions do not preclude these facilities from being utilized under other Superfund contracts.

(b) Competition shall be obtained to the maximum practicable extent. The ultimate methods selected for transportation and disposal are subject to the verbal consent of the FOSC. The Contractor shall be required to obtain at least three (3) cost estimates for transportation of hazardous waste materials to an ultimate disposal facility. Cost estimates are to be obtained in order to ensure that cost effectiveness and expediency are considered.

(c) The Contractor may be allowed to perform transportation when the estimated amount of the transportation cost is under \$25,000.00 and the CO has given prior approval that the situation of the site clearly demonstrates that it is in the Government's best interest from a timing, cost or other basis to allow the Contractor to provide transportation and the rates to be utilized are acceptable to the CO and the FOSC.

#### **H.26 TASK ORDERS**

(a) Delivery or performance of the cleanup services of this contract shall be made only as authorized by task orders issued in accordance with Section G clause entitled ORDERING -- BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72)(APR 1984).

(b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(d) Cleanup efforts will only be ordered through the issuance of individual task orders. All task orders issued will be for the services specified in each task orders, and will be in accordance with the fixed rates specified elsewhere in this contract.

(e) The Ordering Officer may issue a verbal order, to be followed up in writing within five (5) working days of verbal notification with a confirming written task order.

(f) The FOSC named in the task order will be responsible for the technical administration of the task order placed hereunder. The FOSC and/or the Ordering Officers do not have the authority to modify or change any terms and conditions of this contract. Any request for deviation from the terms and conditions of this contract or any task order issued hereunder must be submitted to the CO for contractual action.

(g) A separate OF-347 or other Agency prescribed form will be issued for each task order. Each task order will include:

(1) Date of the order, contract number, task order number, time of order (if verbally issued), name of the FOSC responsible for providing technical direction at the site, accounting and appropriation data, ceiling amount of the order, required response time, and required completion date.

(2) Location of the site and the name of the RM assigned by the Contractor.

(3) The specific SOW related to the cleanup activity covered by the task order, any reports required, and any other special technical requirements, instructions or clearances.

(h) The Contractor shall acknowledge receipt of each order in writing within one (1) week after its issuance date. Such acknowledgment shall be submitted to the CO responsible for administration of this contract.

(i) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, the Contractor shall immediately notify the CO within ten (10) days or one-half (½) of the time specified for performance of the order, whichever is less, stating why the completion date is considered unrealistic.

(j) The ceiling amount for each task order will be the ceiling price stated therein, and constitute the maximum amount for which the Government will be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceeds the specified ceiling amount except at the Contractor's own risk. Any increase to the ceiling amount will be authorized in a written modification to the task order and will be a unilateral action by the Government.

(k) The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs (including fixed rate items and items reimbursed at cost) that the Contractor expects to incur under a task order in the next 30 calendar days, when added to all costs previously incurred under the task order, will exceed 85 percent of the ceiling amount specified in the task order (for the purposes of this clause, the term "ceiling amount" shall include the ceiling amount of the task order inclusive of all modifications to the task order ceiling amount).

(l) Except as required by the other provisions of this contract which specifically cite and state that they are exceptions to this clause:

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the ceiling amount specified in the task

order; and

(2) The Contractor is not obligated to continue performance under a task order (including actions under the Termination clause of this contract) or otherwise incur costs in excess of a task order ceiling amount, until the CO notifies the Contractor, verbally and/or in writing, that the task order ceiling amount has been increased.

(m) No notice, communication, or representation in any form other than that specified in subparagraph (b)(2) above, or from any person other than the CO, shall affect a task order ceiling amount. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the task order ceiling amount, whether those excess costs were incurred during the course of the task order or as a result of termination.

(n) Change orders and modifications shall not be considered an authorization to exceed the task order ceiling amount unless they contain a statement increasing the task order ceiling amount. If the ceiling amount of the task order is increased, any costs the Contractor incurs shall be allowable, unless the CO issues a termination or other notice directing that the task order ceiling increase is solely to cover termination or other specified expenses.

(o) A Standard Form 30 will be used to modify all task orders and will be signed by the CO and, when applicable, the Contractor.

## **H.27 CLOSEOUT OF TASK ORDERS**

(a) Within six (6) months after finalization of transportation and disposal costs or the completion of site work, whichever occurs last, the Contractor shall submit a written summary of all costs claimed to the Contracting Officer. Finalization of transportation and disposal costs is defined as the completion of disposal, not to exceed 120 days after completion of site work, unless otherwise approved by the FOSC. Completion of site work is defined as final demobilization of the site and completion of the Final Site Report or when the final subcontractor's invoice is received by the Contractor, whichever is later. This summary shall contain the following information:

(1) Labor categories, total hours for each labor category, and total amounts claimed.

(2) Equipment categories, total daily usage for each equipment item, and total amounts claimed.

(3) List of materials used on site, total costs, and total material handling charge costs, if applicable.

(4) List of all other direct costs incurred and dollar value and the total cost for all other direct costs.

(5) List of all subcontracts and dollar value and the total cost for all subcontracts.

The information provided should be in sufficient detail to permit the CO a complete understanding of all costs claimed. After receipt of this summary, the CO will negotiate the task order closeout with the Contractor as soon as possible.

(b) Upon completion of the negotiations, the CO will issue a written Notice of Closeout of Task Order on Standard Form (SF) 30, adjusting the labor hours by category, equipment usage by category, materials/other direct costs/subcontracts, the material handling charge, if applicable, and the total cost of the task order. The Contractor shall sign and return this notice within thirty (30) calendar days of receipt. If a negotiated agreement cannot be reached, the CO will determine the final total cost of the task order. This determination shall be final unless appealed. Any appeal submitted in response to this determination shall be processed in accordance with the provisions of the "DISPUTES" clause of this contract.

#### **H.28 TASK ORDER CONFLICT OF INTEREST CERTIFICATION**

(a) Within 20 days of receipt of the task order, the Contractor shall provide a conflict of interest certification. Where task orders are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first task order issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

(b) Before submitting the conflict of interest certification, the Contractor shall initially search through all of its available records to identify any actual or potential conflicts of interest. During the first three years of this contract, the Contractor shall search through all records created since the beginning of the contract plus the records of the Contractor prior to the award of the contract until a minimum of three years of records are accumulated. Once three years of records have accumulated, prior to certifying, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the task order. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this task order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this task order or other work related to this site.

#### **H.29 DATA**

(a) The Contractor hereby agrees to deliver to the Government within



sixty (60) days after the completion of the contract period of performance the following documents:

(1) All originals and copies and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated Confidential Business Information, pursuant to Section H clause, TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71)(APR 1984).

(2) All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or businesses, such as a trade association, pursuant to Section H clause, SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70)(APR 1984).

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the Section I clause entitled RIGHTS IN DATA-GENERAL (FAR 52.227-14)(JUN 1987), which is pertinent to support the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is pertinent, the PO will make the final determination. This determination shall not be subject to the terms of the Section I clause entitled DISPUTES (FAR 52.233-1)(OCT 1995).

(4) Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books chemical data, maps and photographs pursuant to the Section I clause entitled ADDITIONAL DATA REQUIREMENTS (FAR 52.227-16)(JUN 1987).

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the Section I clause entitled ADDITIONAL DATA REQUIREMENTS (FAR 52.227-16)(JUN 1987), the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling and shipping the data requested.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

(1) Contractual agreements for supplies or services. (This exclusion does not apply however, to data resulting from such services.)

(2) Contractor and personnel performance ratings and evaluations.

(3) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

(d) Upon receipt of all data provided to the Government by the Contractor under paragraph (a) above, the Government will acknowledge in writing to the Contractor the receipt of all confidential or other data.

### **H.30 RETENTION AND AVAILABILITY OF CONTRACTOR FILES**

(a) This contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2, AUDIT AND RECORDS--NEGOTIATION (AUG 1996), wherein the Contractor shall maintain and the Contracting Officer, or an authorized representative of the CO, shall have the right to examine and audit all records (includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whatever such items are in written form, in the form of computer data, or in any other form) and other evidence sufficient to reflect properly all costs claimed to have incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(b) The Contractor is advised that the Government may file suit against potentially responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government and only to the Government the records described in paragraphs (a) and (b) above and in the Audit Clause for a period of 10 years after final payment under the contract. (See FAR 4-703(b)(1)).

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e. cost recovery) until such appeals, litigation or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the CO or (2) ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be initiated with the Contractor.

(g) The final invoice (a completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

(h) In addition, this contract contains the Environmental Protection Agency Acquisition Regulation (EPAAR) clause 1552.210-75, WORKING FILES (APR 1984) DEVIATION (Section F), wherein the Contractor is required to maintain accurate working files (by task order or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the

performance of this contract. The statement regarding submission of working files upon the Contracting Officer's request is hereby clarified to require submission of these files to the Project Officer within nine months of completion of site work.

### **H.31 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM**

(a) The computerized RCMS has been developed to meet the specific needs of Superfund field personnel. The system uses commercial software packages and customized programs to provide a number of computer tools for use at CERCLA removal sites. Commercial software packages provide the user with word processing, data base management and data communications capabilities. In addition, customized programs have been written to provide the user with the following major features:

- (1) On-site tracking and accounting of costs incurred at a removal action.
- (2) Cost projection for pre-funding and ongoing cost estimates.
- (3) Word processing templates for POLREPS and daily work orders.
- (4) Data communications aids to send messages by E-Mail, and access data bases such as OHM/TADS.
- (5) Automatic generation of comprehensive project archive, containing all the project's fiscal details on magnetic media.
- (6) Flexible system design to accommodate future enhancements and modifications.

(b) Computer skills are not necessary to use the system. The RCMS has been designed to be user friendly and employs an easy-to-follow system of menus to guide the user through data entry, data editing, printing and back-up routines. An immediate advantage of this system is its usefulness for on-scene cost management. It can assist on-scene personnel with the preparation of required cost management documents (e.g., 1900-55 and related forms). Data bases within the software contain all the rates for ERRS personnel and equipment, and the software automatically calculates regular and overtime rates for ERRS personnel as well as calculating equipment charges.

(c) The use of EPA's Removal Cost Management Software (RCMS) is mandatory to prepare and submit EPA Form 1900-55, Daily Cost Tracking Reports, during performance under this contract. This software shall not be used in the preparation of the Contractor's invoices.

(d) While the minimum hardware requirements for the RCMS are:

- (1) IBM compatible computer (MS-DOS) with a floppy drive;
- (2) 4 megabytes of available hard disk space;
- (3) 640 kilobytes of RAM; and
- (4) Parallel printer,

the Contractor shall provide the hardware specified in the Section C clause entitled "Special Equipment".

(e) The minimum software requirements to use the system is MS-DOS, Version 5.0 or higher.

(f) Initial contractor training on the use of RCMS will be provided by EPA, if required. This training shall not exceed eight (8) hours per person. Costs for additional training in excess of eight (8) hours per person will not be an allowable direct charge to this contract (i.e., labor, other direct costs, etc.).

(g) Current archive disks covering the invoice period must be submitted to the FOSC with the invoice.

(h) The final archive disk(s) shall be forwarded to the Contracting Officer within 30 days of completion of work at the site.

(i) For all contracts requiring the use of RCMS and to which the Davis Bacon Act applies, the actual DBA wage rate schedules shall be input into RCMS. The Contractor shall supply the FOSC with the applicable DBA rates on a diskette (either 3-1/2" or 5" as specified by the FOSC) with applicable DBA rates using spreadsheet software, preferably Lotus 1-2-3, Release 5.0 or less.

#### **H.32 REGIONAL CROSSOVER**

The Contractor agrees to accept orders for services within any other EPA Zone or Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amount specified in Section B clause entitled, MINIMUM AND MAXIMUM AMOUNTS. If services in another Zone or Region are ordered by the Government, the required response time and other terms and conditions for the cleanup action shall be mutually agreed upon by the Contractor's representative and the Contracting Officer at the time of placement of the task order.

#### **H.33 PUBLIC COMMUNICATION**

(a) The Contractor shall not represent itself as the EPA to outside parties. To maintain public trust and to avoid misleading the public, the Contractor shall, when communicating with outside parties, explain that it is an Agency Contractor.

(b) When performing work on or for EPA sites, Contractor personnel must be easily identifiable to the public as an EPA Contractor through the use of badges, corporate logos, or other distinguishable credentials.

#### **H.34 DAVIS-BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION BY TASK ORDER**

(a) Each task order issued under this contract will be subject to either DBA (Attachment 1) or SCA (Attachment 11) prevailing wage rates or both as determined by the Secretary of Labor. The contractor shall segregate by task order those portions of the effort specifically related to DBA or SCA and

determine wage rates by labor category classification accordingly. The FOSC together with the Contractor will be responsible for ensuring compliance with the appropriate wage determination. Should there be a question or dispute relating to what segment of the work falls within DBA versus SCA wage classifications, the CO will make the final determination.

(b) Upon issuance of each task order, there will be a period of assessment during which the CO, PO, and the Contractor will evaluate the planned site work and determine, to the maximum extent possible, whether or not there is substantial and segregable construction to which DBA applies. The CO is responsible for making the final determination of DBA applicability.

#### **H.35 SCHEDULE FOR DBA WAGE DETERMINATIONS**

In compliance with DBA regulations, the CO has designated the use of "Residential, Building, Heavy and/or Highway Wage Determination Schedules" as the appropriate construction type schedules for use when applying DBA wages to labor classifications/categories under this contract. Any deviations from the use of this schedule or need for the issuance of an additional classification/category shall require prior CO approval in accordance with the Section I clause entitled DAVIS-BACON ACT (FAR 52.222-6) (FEB 1995) including applicable wage determinations for Regional or Zone crossover work.

#### **H.36 DBA WAGE DETERMINATION FOR SUBCONTRACTS**

When developing solicitations for construction subcontracts exceeding \$2,000, the Contractor shall identify and insert the applicable DBA Wage Determination from the "General Wage Determinations Issued Under Davis Bacon and Related Acts" from the DBA Wage Determinations provided by the EPA at the time of contract award and when an option is exercised. In instances where a published wage determination does not exist that is applicable to the work being performed, a project wage determination will have to be requested from the Department of Labor. The prime contractor shall provide the EPA CO with sufficient notice for him to request a project wage determination from the Department of Labor. (Reference Federal Acquisition Regulation Subpart 22.404-3.) The Contractor should forward a Standard Form (SF) 308, "Request for Determination and Response to Request" with the classifications of labor identified.

#### **H.37 PERFORMANCE BONDS**

The Miller Act applies to substantial and segregable construction exceeding \$25,000.00 under this contract. The Contractor shall furnish performance bonds with the United States named as the obligee in amounts to be specified by the CO. Bonds shall be provided by the prime contractor at the task order level. With the consent of the CO, the performance bond may be provided by the subcontractor. In all cases, the CO may determine that the dollar amount of the Miller Act performance bond shall be "zero".

**H.38 DBA LABOR RATES AND ADJUSTMENT TO FIXED HOURLY LABOR RATES**

(a) In accordance with the requirements in the Section I clause entitled DAVIS-BACON ACT (FAR 52.222-6)(FEB 1995), every contract in excess of \$2,000, to which the United States or the District of Columbia is a party, for construction, alteration, and/or repair, including painting or decorating, of public buildings or public works of the United States, and which requires or involves the employment of mechanics and/or laborers, shall contain the Davis-Bacon Act Minimum Wage Determinations to be paid various classes of laborers. These wages are based upon the wages that are determined by the Secretary of Labor to be the prevailing wages for the corresponding classes of laborers or mechanics employed on projects of a character similar to the contract work, in the city, town, village, or civil subdivision of the State in which the work is to be performed. The contractor may not pay those various classes of laborers less than the prevailing wages contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof.

(b) The contractor may satisfy this payment obligation by any combination of wages and fringe benefits (non-cash and/or cash) that in total equal or exceed the DBA required minimum wage plus fringe benefits. For example, if for a certain labor category the DBA minimum wage is \$8.00/hour and fringe benefits are \$2.00/hour, the Contractor can satisfy the payment obligation in any of the following ways:

Example	Employee Actual Wage Rate	Non-Cash Fringe Benefits	Additional Cash Wage	Cash Equivalent Total
A	\$8.00/hr.	\$2.00/hr.	\$0.00/hr.	\$10.00/hr.
B	\$9.00/hr.	\$1.00/hr.	\$0.00/hr.	\$10.00/hr.
C	\$7.50/hr.*	\$2.50/hr.	\$0.00/hr.	\$10.00/hr.
D	\$10.00/hr.	\$1.00/hr.	\$0.00/hr.	\$11.00/hr.
E	\$7.50/hr.*	\$1.50/hr.	\$1.00/hr.	\$10.00/hr.
F	\$8.50/hr.	\$1.00/hr.	\$0.50/hr.	\$10.00/hr.

\*Any overtime must be compensated at 1-1/2 times the DBA minimum of \$8.00/hour.

The Contractor is responsible on an employee-by-employee basis to determine if an additional cash wage is due.

(c) Adjustments to the Hourly Fixed Labor Rate: The hourly fixed labor rate of a specific labor category will be adjusted upward for performance at a particular site if application of the DBA rates to the specific labor category would result in the need for such a positive adjustment. The following example will illustrate this situation:

Hourly Fixed Labor Rate Category:	Laborer	
Hourly Fixed Labor Rate Breakdown:	Raw Wage plus Fringe Benefits	\$9.00/hour
	Other Indirect Costs & Profit	\$8.00/hour
Hourly Fixed Labor Rate:		<u>\$17.00/hour</u>

DBA Required Compensation:	Raw Wage	\$8.00/hour
	Fringe Benefits (\$ equivalent)	\$2.00/hour
	Raw Wage & Fringe Benefit	<u>\$10.00/hour</u>

(d) The DBA wage plus fringe (\$10.00/hour) exceeds the wage plus fringe component of the Laborer Category (\$9.00/hour) by \$1.00. The Hourly Fixed Labor Rate for the Laborer category will be adjusted upward by this positive differential (\$1.00/hour) since it exceeds the wage plus fringe benefit component of the Laborer Category (\$9.00/hour). The Fixed Hourly Labor Rate for the Laborer Category will be adjusted upward by this positive differential (\$1.00/hour), plus 10% of the differential (10% of \$1.00) to compensate for additional payroll taxes and unemployment insurance which are due on the increase of \$1.00/hour. The adjusted Hourly Fixed Labor Rate for the Laborer Category is computed as follows:

Unadjusted Hourly Fixed Labor Rate	\$17.00/hour
Positive Differential	1.00/hour
10% of Differential	.10/hour
Adjusted Hourly Fixed Labor Rate	<u>\$18.10/hour</u>

See the Section B clause ADJUSTMENTS TO LOADED FIXED HOURLY RATES-DAVIS BACON ACT, for implementation procedures.

(e) If the Raw Wage plus Fringe Benefit component of the Hourly Fixed Labor Rate for a specific labor category equals or exceeds the DBA required Raw Wage plus Fringe Benefit (\$ equivalent), no adjustment to the Hourly Fixed Labor Rate shall be made. However, if any individual employee's Raw Wage plus Fringe Benefit is less than the required Raw Wage plus Fringe Benefit (\$ equivalent), the Contractor shall be responsible for compensating such employee to at least the DBA required amount.

(f) This provision also applies to any Team Subcontractor and/or Joint Venture Partner(s) and its employees.

### **H.39 PAYMENT BONDS**

(a) The Miller Act applies to substantial and segregable construction exceeding \$25,000.00 under this contract. The Contractor shall furnish payment bonds at the task order level with the United States named as the obligee in amounts to be specified by the CO. The prime Contractor may not fulfill the payment bond requirement by requiring the subcontractor to provide the bond.

(b) The penal sum of the payment bond shall equal:

(1) fifty (50) percent of the amount of the substantial and segregable construction activity if the construction activity is not more than \$1 million;

(2) forty (40) percent of the amount of the substantial and segregable construction activity if the construction activity is more than \$1

million; or

(3) \$2-1/2 million if the amount of the substantial and segregable construction activity is more than \$5 million.

#### **H.40 CONTRACTOR PERFORMANCE MEETINGS**

The Government will schedule mandatory annual meetings at the Region 5 office to discuss the Contractor's performance and contract management issues. The Government reserves the right to initiate intermittent performance/contract management meetings as situation warrant during performance of the contract. These meetings shall be coordinated by the Project Officer. The Contractor shall be required to attend.

#### **H.41 ANNUAL INCURRED COST SUMMARY FOR MATERIALS/OTHER DIRECT COSTS/SUBCONTRACTS**

(a) For the purposes of this clause, the Contractor's fiscal year is To Be Determined through To Be Determined.

(b) Within 90 calendar days after the end of the Contractor's fiscal year, the Contractor shall submit to the Contracting Officer a report summarizing claimed costs for materials, other direct costs, and subcontracts for each task order covered by the fiscal year being reported. This report shall be consistent with the incurred cost submission required under the Section I clause entitled ALLOWABLE COST AND PAYMENT (FAR 52.216-7)(APR 1998), and Section G clause, INDIRECT COSTS (EPAAR 1552.242-70)(APR 1984)(DEVIATION). The costs to be reported include the costs described in paragraph (b)(1) through (b)(4) of Section G clause, PAYMENTS -- FIXED RATE SERVICES CONTRACTS (EPAAR 1552.232-73) (APR 1984).

(c) Annual Incurred Cost Audits of the contractor's materials, other direct costs, subcontracts, and any applicable material handling charge will be conducted by the cognizant auditing agency upon receipt of the Contractor's fiscal year submission.

(d) The Contractor shall make timely submission of its fiscal year indirect cost rate proposals (i.e., ceiling rate) as required by paragraph (d) of FAR 52.216-7 so that these rates can be incorporated into the annual incurred cost submission.

(e) Upon completion of the audit review, the Contractor and the EPA CO will resolve audit and any other outstanding issues including any added amounts found by the CO to be unallowable. If for any reason an agreement cannot be reached, the CO will determine final costs using all relevant information available. This decision shall be final unless appealed. Any appeal submitted in response to this determination will be treated in



accordance with the "Disputes" clause of this contract.

(f) Task Orders that cross fiscal years and remain active beyond the period reported on will be subject to an interim upward or downward adjustment until final work is completed and reported in subsequent periods. Task Orders completed and resolved during this process will have their funding levels adjusted accordingly.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	AUG 1996	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.216-7	APR 1998	ALLOWABLE COST AND PAYMENT
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JAN 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-10	OCT 1997	WASTE REDUCTION PROGRAM
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-3	JAN 1994	BUY AMERICAN ACT--SUPPLIES
52.225-9	JAN 1996	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM
52.225-11	AUG 1998	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-15	JUN 1997	BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-33	AUG 1996	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
52.233-1	DEC 1998	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	AUG 1987	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	*** ****	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.246-24	FEB 1997	LIMITATION OF LIABILITY-HIGH VALUE ITEMS ALTERNATE I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS

## **I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a),(b),(c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C

423)(the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1)Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2)Rescind the contract with respect to which--

(i)The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A)Exchanging the information covered by such subsections for anything of value; or

(B)Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii)The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

#### **I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

#### **I.4 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997) DEVIATION**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.5 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(I) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### **I.6 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract through thirty-six (36) months thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.7 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the ceiling price of the contract;

(2) Any order for a combination of items in excess of the ceiling price of the contract;

(3) A series of orders from the same ordering office within three (3) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation ), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.8 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple

destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ninety (90) days beyond the expiration date of the contract.

**I.9 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
Environmental Technician	\$17.10
Heavy Equipment Operator	\$19.22
Laborer	\$8.43
Truckdriver, Light	\$9.75
Truckdriver, Medium	\$15.27
Truckdriver, Heavy	\$16.48
Diver	NONE

**I.10 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998)**

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.



**I.11 CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT  
FOR EPA DESIGNATED ITEMS (FAR 52.223-9) (OCT 1997)**

(a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(j)(2)(C)), the Contractor, shall execute the following certification:

Certification

I, \_\_\_\_\_ (name of certifier) am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications.

\_\_\_\_\_  
Signature of the Officer or Employee

\_\_\_\_\_  
Typed name of the Officer or Employee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company, Firm, or Organization

\_\_\_\_\_  
Date  
(End of Certification)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

EPA designated item	Total dollar value of EPA designated item	Percentage of recovered material content*
_____	_____	_____
_____	_____	_____

\*Where applicable, also include the percentage of postconsumer material content.

(c) The Contractor shall submit this certificate and estimate upon completion of the contract to

\_\_\_\_\_  
\*To be completed in accordance with agency procedures.

**I.12 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)**

(a) *Definitions.* As used in the provision--

*Uncompensated overtime* means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

*Uncompensated overtime rate* is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x40 divided by 45=\$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

**I.13 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)**

(a) *Definitions.* As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract. Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to

subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or
- (2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

**TO BE DETERMINED AT THE TIME OF CONTRACT AWARD, PLACEMENT OF TASK ORDER, OR CONTRACT/ORDER MODIFICATION IF APPLICABLE**

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

**TO BE DETERMINED AT THE TIME OF CONTRACT AWARD**

**I.14 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)**

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.15 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION**

(a) Government-furnished property. (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited Risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed



for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(1) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

**I.16 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)**

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first -tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or

check numbers.

#### **I.17 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil>

#### **I.18 ALTERATIONS IN CONTRACT (FAR 52.252-4) (APR 1984) DEVIATION**

Portions of this contract are altered as follows:

#### **G.4 Payments--Fixed-Rate Services Contract (EPAAR 1552.232-73) (APR 1984)**

##### **(a) Hourly Rate**

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of a hour shall be payable in a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the contracting officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

Note: The requirement in this paragraph to substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer is not applicable to small business concerns. The terms and conditions of the Section I clause 52.216-7 (Feb 1998) entitled Allowable Cost and Payment apply to small business concerns.

(c) Contracting Officer Notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all task orders issued exceeds 85 percent of the maximum price specified in the schedule.

Note: Requirements of this paragraph are void. The contractor shall comply with Section G clause entitled Ordering--By Designated Ordering Officers (EPAAR 1552.216-72)(Apr 1984) Deviation, paragraph (e), in regards to 85 percent notifications.

**I.19 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**I.20 ADDITIONAL CONTRACT CLAUSES INCORPORATED BY REFERENCE**

Although this is a service contract, there may be instances where the Contractor shall obtain and/or provide construction-type services in order to complete site specific clean-up work. In those instances, the task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are hereby incorporated into the contract by reference.

<u>FAR NUMBER</u>	<u>DATE</u>	<u>CLAUSE TITLE</u>
52.222-6	FEB 1995	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	FEB 1988	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	FEB 1988	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION-DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-16	FEB 1988	APPROVAL OF WAGE RATES
52.222-23	APR 1984	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY COMPLIANCE
52.222-27	APR 1984	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.225-5	MAY 1997	BUY AMERICAN ACT-CONSTRUCTION MATERIALS
52.225-12	MAY 1997	NOTICE OF BUY AMERICAN ACT REQUIREMENTS - CONSTRUCTION MATERIALS
52.227-4	APR 1984	PATENT INDEMNITY-CONSTRUCTION CONTRACTS
52.228-2	OCT 1997	ADDITIONAL BOND SECURITY
52.228-11	FEB 1992	PLEDGES OF ASSETS
52.228-15	SEP 1996	PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-18	APR 1984	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS
52.236-19	APR 1984	ORGANIZATION AND DIRECTION OF WORK

**I.21 COMPUTER GENERATED FORMS (FAR 52.253-1) (JAN 1991) DEVIATION**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

## PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

## J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

<u>ATTATCHMENT</u>	<u>TITLE</u>	<u>PAGES</u>
1	General Wage Determination Under The Davis Bacon Act	2
2	DBA Compensation Worksheet	3
3	EPA Requirements For Quality Management Plans (EPA QA/R-2), Draft Final Dated October 1998	37
4	EPA Requirements For Quality Assurance Project Plans For Environmental Data Operations (EPA QA/R-5), Draft Final Dated October 1998	47
5	Region 5 Superfund Model Quality Assurance Project Plan, Revision 1, May 1996	164
6	Guidance on Quality Assurance Project Plans(QA/G5), February 1998	136
7	QA/QC Guidance For Removal Activities: Sampling QA/QC Plan and Data Validation Procedures, Interim Final Guidance, OSWER Directive 9360.4-01, EPA/540/G-90/004, April 1990	66
8	Using Qualified Data to Document an Observed Release and Observed Contamination, OWSER 9285.7-14FS	19
9	EPA Form 1900-55, Contractor Daily Cost Report	5
10	Invoice Preparation Instructions	9
11	Site Specific Invoicing Requirements	7
12	Service Contract Act Wage Determination	329
13	Client Authorization Letter	2
14	Past Performance Questionnaire	4

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that



owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other\_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

**K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001,

## TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.4 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-4) (OCT 1997)**

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_.

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in (country) \_\_\_\_\_.

**K.5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than
--	---

Offeror or Respondent

---



---

**K.6 SMALL BUSINESS PRORAM REPRESENTATIONS (FAR 52.219-1) (OCT 1998)  
ALTERNATE II (JAN 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8744 Facilities Support Management Services.

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this section.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(5) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It { } is, { } is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It { } is, { } is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government

contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.7 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (JAN 1997)**

(a) Definition.

" Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

The Offeror [ ] is, [ ] is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal

years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenue</u>
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

**K.8 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE  
SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATIONS OF  
NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each

subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.10 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that--

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or  
(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.11 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)**

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [ ], is not [ ] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.13 BUY AMERICAN CERTIFICATE (FAR 52.225-1) (DEC 1989)**

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

**K.14 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FAR 52.225-8) (JAN 1994)**

(a) The offeror hereby certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements --Balance of Payments



Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(b) Excluded End Products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(1) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_  
(Insert line item numbers)

(2) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_  
(Insert line item numbers)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.

**K.15 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72)  
(APR 1984)**

The offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.16 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76)  
(APR 1984)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA or update all outdated information on file.

(a) Contractor's Name: .....

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept): .....  
.....

(c) Telephone Number: .....

(d) Individual(s) to contact re this proposal: .....  
.....

(e) Cognizant Government:

Audit Agency: .....

Address: .....

Auditor: .....

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime  
contracts and subcontracts: \$.....

Government fixed-price prime contracts  
and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$.....

Total Sales for Second Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....

(h) Date Company Organized: .....

(i) Manpower:

Total Employees: .....

Direct: .....

Indirect: .....

Standard Work Week (Hours): .....

(j) Commercial Products: .....

.....

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ Actual Cost	Standard Cost
Estimating System		
Job Order	.....	.....
Process	.....	.....
Accumulating System		
Job Order	.....	.....
Process	.....	.....

Has your cost estimating system been approved by any Government agency?

Yes ..... No .....

If yes, give name and location of agency: .....

.....

Has your cost accumulation system been approved by any Government agency?

Yes ..... No .....

If yes, give name and address of agency: .....

.....

(m) What is your fiscal year period? (Give month-to-month dates):

.....

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis of Allocation
Fringe Benefits	.....	.....
Overhead	.....	.....
G&A Expense	.....	.....
Other	.....	.....

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes ..... No .....

If yes, name and location of the Government agency:

.....

Date of last preaward audit review by a Government agency: .

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department .....  
Contracting Department .....  
Other .....

(describe).

(p) Has system of control of Government property been approved by a Government agency?

Yes ..... No .....

If yes, name and location of the Government agency:

.....

(q) Purchasing System:

FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes ..... No .....

If yes, name and location of the Government agency:

.....

Period of Approval: .....

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes ..... No .....

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes ..... No .....

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency.....

.....

Are your purchasing policies and procedures written?

Yes ..... No .....

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes ..... No .....

**K.17 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

**K.18 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature:\_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

#### **NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.204-6	APR 1998	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	OCT 1997	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.222-24	APR 1984	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

### **L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

### **L.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling

document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### **L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION**

The Government contemplates award of a fixed rate, Time-and-Materials Indefinite-Delivery/Indefinite Quantity contract resulting from this solicitation.



**L.5 SIC CODE AND SMALL BUSINESS SIZE STANDARD (FAR 52.219-22) (JAN 1991)**

(a) The standard industrial classification (SIC) code for this acquisition is 8744 - Environmental Remediation Services.

(b)(1) The small business size standard is 500 employees.

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

William A. Massie

Hand-Carried Address:

U.S. EPA Region V  
77 West Jackson Blvd  
Chicago, IL 60604

Mailing Address:

U.S. EPA Region V  
77 West Jackson Blvd  
Chicago, IL 60604

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting [\*64929] the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>  
<http://farsite.hill.af.mil/>

**L.8 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**L.9 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.10 USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-155) (JUL 1990)**

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, offerors shall use double-sided copying to reproduce all bids or proposals in response to this solicitation.

**L.11 INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION**

(a) **General.** The offeror shall submit an offer consisting of separate pricing and business proposals in strict accordance with these instructions. In addition, the offeror shall submit other written information and give an oral presentation in strict accordance with these instructions. When evaluating an offer, the Government will consider how well the offeror complied with these instructions to be an indication of the type of conduct the Government can expect during contract performance. Therefore, the Government encourages the offeror to contact the Contract Specialist by

telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

**(b) Pricing Proposal.**

(1) The offeror shall submit a pricing proposal which will be evaluated as part of the Government's price analysis. The offeror shall submit an original and three (3) copies of the following information in three-ring binders which are identified by the solicitation number and the words "PRICING PROPOSAL."

(a) Standard Form 33, with Blocks 12 through 18 completed by the offeror;

(b) RFP Section B, Supplies or Services and Prices/Costs, with the offeror's proposed prices inserted in the appropriate blank spaces;

(c) Cost or Pricing Data or Information Other than Cost or Pricing Data which supports the offeror's proposed material handling charge (percentage);

(d) Reserved;

(e) RFP Section K, Certifications, Representations, and Other Statements, completed by the offeror and each team subcontractor;

(f) Copies of Collective Bargaining Agreements, if applicable;

(g) A copy of the company's existing written payroll policy; and

(h) A copy of its accounting policy with respect to the accounting for overtime premiums, as well as an example of the overtime rate calculation; and

(i) A copy of its accounting policy with respect to the accounting for equipment items.

(2) The submission of these items to the Government will constitute the offeror's promise to comply with the terms and conditions of the RFP, which includes the Statement of Work, at the proposed prices.

(3) The Government warns the offeror that taking exception to any term or condition of the RFP (including submitting any alternate proposal that requires relaxation of a requirement) will make an offer unacceptable, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to any term or condition. The Government will consider any exception to any term or condition of the RFP to be a deficiency, as defined in FAR 15.301, Definitions.

(4) An offeror may eliminate any deficiency in its offer only through communications, as defined in FAR 15.306, Exchanges with offerors after receipt of proposals. The extent of such communications are explained in FAR 15.306(b)(1), (2), (3), and (4). However, the Government intends to

award a contract without discussions, as authorized by FAR 15.306(a)(3). Therefore, any offeror planning to take exception to a term or condition of the RFP should consult with the Contracting Officer prior to submitting an offer, unless the RFP expressly authorizes such exception.

(5) Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors after establishment of the competitive range as prescribed in FAR 15.306(d). The Government, if necessary, may permit offerors to revise their offers as prescribed in FAR 15.307, Proposal revisions. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206, Amending the solicitation.

(c) **Business Proposal.**

(1) The offeror shall submit a Business Proposal consisting of the following items which will be evaluated by the Government as acceptable or unacceptable. The offeror shall submit an original and four (4) copies of the following information in three-ring binders which are identified by the solicitation number and the words "BUSINESS PROPOSAL."

(a) Confidential Business Information (CBI) Plan (reference Section L clause, MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION);

(b) Conflict of Interest Plan (reference Section L clauses MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS and MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLAN).

(c) Professional Employee Compensation Plan (reference the Section L provision entitled "Evaluation of Compensation for Professional Employees");

(2) The offeror shall also submit a Business Proposal - Technical consisting of the following information which will be evaluated by the Government as acceptable or unacceptable. The offeror shall submit an original and nine (9) copies of the following information in three-ring binders which are identified by the solicitation number and the words "BUSINESS PROPOSAL - TECHNICAL."

(a) Past Performance Information. The offeror shall submit past performance information in accordance with the Section L provision PAST PERFORMANCE (EP 52.215-105)(DEC 1995). The EPA is requesting offerors to submit Past Performance Information **TWO WEEKS BEFORE DUE DATE FOR RECEIPT OF PROPOSALS**. This will enable the EPA to accelerate the evaluation process in order to meet and fulfill mission requirements. Non-compliance of the request will not deem an offeror as non-responsive, but receipt of an offeror's past performance information after the exact time specified for receipt of offers will render the entire offer late. The offeror shall complete Section I of the Past Performance Questionnaire (Attachment 14) for each reference and include it as part of this submission.

(b) Resumes and Letters of Intent for Key Personnel. The offeror shall submit Resumes and Letters of Intent for Key Personnel. The resumes and commitment letters for key personnel, to include Contract

Coordination Designee, Transportation & Disposal (T&D) Coordinator(s), and Response Managers, Junior Response Managers, and Specialized Response Managers shall contain the following information: proposed job title; academic qualifications and dates thereof; complete experience record showing employer, title, and specific duties performed, responsibilities, and assignments by years, beginning with the present and work backwards; and the experience the individual had in performing tasks for which he/she is being proposed. Resumes shall not exceed five (5) pages in length. Commitment letters, signed by each of the proposed key personnel, shall not exceed one (1) page in length and shall include percentage of time available, date available to start work under this contract, and any contingencies.

(c) Quality Management Plan (reference Clause C.2, Statement of Work, subparagraph (c)(2) and Attachment 3);

(d) Quality Assurance Project Plan (reference Clause C.2, subparagraph (c)(3)(A) through (E) and Attachments 4,5, and 6); and

(e) Health and Safety Program Plan (reference Clauses C.2 subparagraph (c)(4) and L.16, Minimum Standards For Health and Safety Program Plan).

(d) Other Written Information. The offeror shall submit the following information to the Government with their pricing and business proposals. This information will not constitute part of an offer and will not become part of any contract resulting from this RFP, unless the Government and offeror agree to make it a part of an offer through discussions. The offeror shall submit an original and four (4) copies of the following information in three-ring binders which are identified with the solicitation number and the words "OTHER WRITTEN INFORMATION."

(1) Financial Information. The offeror shall submit a current financial statement and a statement of profit and loss for the last completed fiscal year for the prime contractor and team subcontractors. The offeror shall specify resources available to perform the contract without financial assistance from any outside sources. If sufficient financial resources are not available, submit information about the amount of assistance that would be required from outside sources (i.e., bank loans, letter or lines of credit; etc.).

(2) Divisions/Subsidiaries/Parent/Affiliated Companies. The offeror shall submit the name(s) and location(s) of each affiliate if other divisions, subsidiaries, parent, or affiliated companies will perform work or furnish materials under any resultant contract. In addition, the offeror shall provide its intercompany pricing policy. This information shall be submitted for the prime contractor only.

(3) Letters of Intent for Prospective Team Subcontractor(s). The offeror shall submit letters of intent for each prospective team subcontractor. A Disclosure Statement or Certificate relating to Cost Accounting Standards shall be attached to each letter of intent for each team subcontractor, if such data is required by other terms and conditions of the solicitation.

(4) Client Authorization Letters. The offeror shall submit ONE copy of each Client Authorization Letter (Attachment 13). These copies shall

be included in the binder containing the originals of the information requested above.

(e) Oral Presentation.

(1) Once the Government receives the offeror's pricing and business proposals and other written information, every eligible offeror shall be scheduled to make an oral presentation to the Government's evaluation panel and participate in a pop quiz/question and answer session. The sole purpose of the oral presentation and the pop quiz/question and answer session is to test an offeror's understanding of the work that the Government will require under the prospective contract.

(2) The oral presentation and pop quiz/question and answer session are not part of the offer and are not themselves offers. The Government will conduct the oral presentation and pop quiz/question and answer session in accordance with FAR 15.102, Oral presentation. The oral presentation and the pop quiz/question and answer session will constitute as communications as defined by FAR 15.306(b) and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or best and final offers. Statements made by the offeror during the oral presentation or the pop quiz/question and answer session will not become a part of any contract resulting from this RFP, unless the Government and an offeror agree to make them a part of an offer during discussions. If the Government decides to conduct discussions, the Government will not solicit or entertain revisions to the oral presentations or to the answers given during the pop quiz/question and answer session.

(3) Ground Rules.

(a) Eligibility. Only offerors submitting pricing and business proposals containing all of the documents listed above will be eligible to give an oral presentation. All submissions will be reviewed prior to scheduling oral presentations to ensure that all of the documents requested were submitted. Pricing and business proposals will not be evaluated prior to the commencement of oral presentations.

(b) Timing. Oral presentations will commence approximately two (2) weeks after the receipt of offers. The Contracting Officer will notify offerors of the scheduled date, time, and location of their presentation within one (1) week of the receipt of offers.

(c) Rescheduling. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

(d) Prime and/or Team Subcontractor Employee Participation.

(1) The presentation shall be made by one or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis. The Contract Coordination Designee who will have full time operational responsibility for contract performance shall be present and shall, at a minimum, answer questions directed to him during the pop quiz/question and answer session. The Transportation and Disposal (T&D) Coordinator shall be present and shall, at a minimum, answer questions directed to him during the pop quiz/question and answer session. Response

Managers having full time operational responsibility for clean-ups of the type described in the scenarios shall be present and shall, at a minimum, answer questions directed to him during the pop quiz/question and answer session. Offerors shall not use company senior or general managers or other employees or consultants to make any part of the oral presentation.

(2) An offeror shall send no more than eight (8) persons to the presentation. This number shall include no more than two (2), nonpresenting company officials.

(4) Topics.

(a) Introduction. The offeror should provide some information about itself as a firm, briefly describing its organization, history, products and services. The time limit for the introduction is 15 minutes.

(b) Scenarios. The time limit for presenting the three scenarios is three (3) hours. The time limit for the pop quiz/question and answer session is thirty (30) minutes. The total time limit for the scenarios and pop quiz/question and answer session is three hours and thirty minutes.

(1) Scenarios 1, 2 and 3 are representative examples of the types of work which the offeror could be tasked to respond to under the prospective contract. The offeror shall orally present a comprehensive work plan appropriate to each scenario. The offeror shall provide a comprehensive presentation of each element of the work plan orally. It is assumed, unless otherwise stated, that the Superfund Technical Assessment and Response Team (START) contractor has assisted the FOSC with investigations, extent-of-contamination sampling and analysis, and initial site planning. The work plans shall include:

(A) Any assumptions or inferences made;

(B) The approach to both the short-term and long-term responses, including a description of the technical methods, analytical needs, and stabilization, treatment and/or disposal approach. A short-term response is defined as including those activities required to mitigate the immediate off-site migration of containment and to take all necessary actions to protect the public health and the environment. A long-term response is defined as the activities required to achieve the final objectives of the task order.

(C) The types and amounts of labor, equipment, materials, sampling and analytical plans including data validation required to implement your approach;

(D) A site safety plan, including decontamination procedures and emergency procedures;

(E) The subcontracting needs and procedures to solicit and award subcontracts;

(F) The cost control procedures for the scenario being presented;

(G) The immediate and ongoing methods of communication with the FOSC about approaches and progress;

(I) Your pertinent past performance as it relates to the scenario being presented;

(J) In addition, for Scenario 1 only, the offeror shall present a site-specific Quality Assurance Project Plan (QAPP), per EPA Requirements for QA Project Plans (EPA QA/R-5), dated October 1998. The plan shall address Quality Assurance (QA) program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks and frequency documentation, and other factors that may affect the known quality of environmental data.

(2) Scenario 1 - Fire Scenario. An abandoned building in a rural setting in downstate Indiana goes up in flames at 2:00 a.m. on a Saturday. The fire department arrives at the scene to put out the blaze and immediately identifies numerous drums stacked on pallets and dispersed throughout the building. No labeling is recognizable at this time. USEPA is called to the scene for HAZMAT consultation. The local and state agencies are requesting assistance in addressing the hazards of the fire, the materials in the building, and the run-off from the fire. After an USEPA assessment of the scene, the determination was made to assist local and state efforts with controlling the run-off, containerizing and disposing of the approximately 500 drums containing materials which potentially exhibit flammable, caustic, and acidic properties.

(3) Scenario 2 - Oil Scenario.

(a) The National Response Center faxed a spill report to Region V regarding an oil spill that just occurred, at 1700 Hrs on a Sunday in January in northern Wisconsin. At a paving facility, a mobile tank trailer fell on its side, releasing an estimated 1,500 gallons of asphalt/water emulsion into the maintenance yard. An USEPA FOSC responded to the spill.

(b) At the time of release, the tank was approximately 20 feet from a drainage ditch which leads directly to a small creek and then a major river approximately 0.5 miles downstream. Material from the spill was entering the river by the time USEPA arrived on site.

(c) It was determined that the responsible party was financially unable to clean up the spill; consequently, USEPA opened the Oil Spill Liability Trust Fund to obtain funds to conduct the cleanup. The USEPA Ordering Officer phoned the ERRS contractor and instructed them to contain the oil and mitigate the problem.

(4) Scenario 3 - Vinyl Chloride Scenario.

(a) The Emergency Response Branch (ERB) receives a call from a local Michigan health department about a residential well that was found to contain a high level of the compound vinyl chloride, a Class A carcinogen. The concentration of vinyl chloride was reported at 10ppb, and it was confirmed by the USEPA On-Scene Coordinator via the START contractor. Also, additional sampling efforts found six more homes



contaminated with the vinyl chloride and/or one of its degradation compounds. An emergency verbal authorization was given by the ERB chief and the ERRS contractor was notified to provide an emergency water source.

(b) As the START continued to sample, the resulting analytical data and information gained from talking to the local residents' pointed a finger to an old local landfill that was long since closed. The OSC together with support from the USEPA Technical Support Section using ground penetrating radar (GPR), conducted a survey of the reported dump. At the same time a records search uncovered information that supported residents' claims about the past dumping practices of a variety of volatile organic compounds (VOCs) at the landfill. The results of the GPR survey uncovered several anomalies that when uncovered with heavy equipment found buried drums and their remnants. Analysis showed the contents of the several drums to contain waste TCE (trichloroethylene). It is now believed that the landfill and the wastes buried there are the source of the residential well contamination. All supporting paperwork was put into place and an Action Memo (AM) was signed to authorize the USEPA to notify the ERCS contractor to remove this threat.

(c) As the sampling of the 100 or so potential homes down gradient of the landfill continued, it became evident that the plume of contamination was large. By the end of the sampling phase of the project, the OSC had found thirty homes that were contaminated and another 20 homes "at risk". The ERRS contractor was authorized to provide a permanent alternate water supply.

(c) Pop Quiz/Question and Answer Session. The time limit for the pop quiz/question and answer session is thirty minutes. The offeror shall be prepared to respond to questions about the scenarios presented during the oral presentation. The offeror will not be given a list of questions to be asked by the Government or allowed any time for preparation of responses to the Government's questions.

(d) Conclusion. The time limit for this portion of the presentation is 15 minutes. The offeror shall summarize the main points of its presentation and state why the Government should select the Contractor for contract award.

(5) Presentation Time Limits. Oral presentations, excluding the pop quiz/question and answer session, will be limited to three (3) hours and 15 minutes (3 hours for scenarios and 15 minutes for the introduction). The Contracting Officer will strictly enforce this time limit. There will be a recess of approximately 45 minutes following the oral presentation. After the recess, there will be a thirty minute pop quiz/question and answer session and the offeror will be allowed 15 minutes to conclude their presentation. A schedule for the oral presentation will be provided to offerors at the time their presentation is scheduled by the Contracting Officer.

(6) Presentation Media.

(a) Offers shall use 8 and 1/2 inch by 11 inch overhead transparencies to provide visual support for their presentations. Full size

copies of each transparency (one slide per 8 and ½ by 11 inch page) shall be presented. The text must be black on a white background. Offerors may use other than black and white on graphical transparencies - e.g., bar charts or pie charts, etc. - when color is useful in conveying information. The Government will provide a transparency viewer. Offerors shall mark transparencies in accordance with FAR 52.215-1, Instructions to Offers - Competitive Acquisition, Subparagraph (e), as appropriate.

(b) The text must conform to the following specifications:

- (1) Font: Times New Roman;
- (2) Size of heading font: 44 points;
- (3) Size of main text line font: 32 points;
- (4) Size of sub text line font: 28 points; and
- (5) Lines of text per transparency (i.e., number of bullets): no more than eight.

(c) The above specifications of font sizes do not apply to captions and annotations on graphical transparencies, information such as organizational charts, forms, spreadsheets, forms, maps, and sketches. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to its content, and to minimize the cost of the presentation media. Offerors may place their name and company logo on the transparencies. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc., that may contribute to visual attractiveness but communicate no useful information.

(d) There is no limitation on the number of transparencies that an offeror may use. However, the Government will not consider the transparencies to be stand alone documents or evaluate the information on the transparencies except as visual aids to the presentation. When reviewing and evaluating oral presentations, the Government will not review any transparency that was not projected and addressed during the presentation. What the presenters say will take precedence over the information which appears on the transparencies. The production and use of an excessive number of transparencies may be detrimental to an offeror's interests.

(e) Offerors shall submit their transparencies and ten (10) sets of paper copies in three-ring binders to the Government with their offers. Double-sided copies of the transparencies shall be provided. Offerors may not change their presentation transparencies after this submission. The Government will furnish the transparencies to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

(7) Video and Audio Taping. The Government will video and audio tape the presentations. The Government will provide the offeror with a copy of the video and audio tape of its own presentation at its request and at its own expense after contract award.

**L.12 INSTRUCTIONS FOR THE PREPARATION OF BUSINESS AND COST OR PRICING PROPOSALS, OTHER WRITTEN INFORMATION, AND ORAL PRESENTATIONS**

(a) Business Proposal Instructions. Offerors are directed to Section L clause, INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION, regarding submission of their business proposal.

(b) Other Written Information. The offeror shall present other written information in accordance with the requirements of clause INSTRUCTIONS FOR SUBMISSIONS OF OFFERS AND OTHER INFORMATION.

(c) Oral Presentation. The offeror shall present additional technical information during an oral presentation that will be scheduled by the Contracting Officer following submission of offers. The offeror shall submit their oral presentation transparencies to the Government with their offers. INSTRUCTIONS FOR THE SUBMISSIONS OF OFFERS AND OTHER INFORMATION, identifies the specific requirements for the oral presentation. The oral presentation shall not include any price, cost, rates, or financial information of any kind.

(d) Cost or pricing proposal instructions.

(1) Offerors are directed to Section L clause INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION, for information regarding the submission of their pricing proposal and to Section H clause entitled, RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. Pricing proposal information shall include a cover letter from the offeror indicating that this proposal is its official offer to the Government. The letter shall be signed by an official authorized to bind the offeror. The price proposal shall be considered to be firm for a period of not less than 180 days from the due date of the solicitation. The offeror shall submit one 3 and ½ inch IBM compatible computer disk with the offeror's proposed rates. The spreadsheet program preferred by the Government is Lotus 1-2-3, Version 5.0, or less. The offeror may prepare the spreadsheet with another commercially available spreadsheet program. The offeror shall identify the program and version used to develop the spreadsheet on the diskette label. The offeror shall ensure that the computer disk contains all of the formulas and factors used in calculating the extended line item prices and the total proposed price.

(2) Prior to developing the price proposal, offerors shall consider the terms and conditions of the Section B clauses, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT, and FIXED RATES FOR LABOR, EQUIPMENT AND OTHER ITEMS. The price proposal consists of the following elements:

(A) Personnel;

(B) Equipment; and

(C) Ceiling Rate (based on the figure provided by the Government for Materials, Other Direct Costs, and Subcontracts).

(3) Personnel. The estimated quantities for fixed rate labor are listed in Section B clause B, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT. If the offeror intends to propose the same rate for any of the listed categories (i.e. straight time and/or overtime), that rate shall be listed for each category. Offerors shall propose only one rate for each and every category of labor (i.e., straight time and/or overtime) in order to be considered for award. In the event that there is a difference between the unit prices (hourly fixed labor rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

(A) Offerors are required to submit a straight time loaded hourly fixed labor rate for each personnel category listed in Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT. The hourly fixed labor rate shall include wage/salary, fringe benefits, personal protection premiums, other indirect costs (i.e., overhead and General and Administrative (G&A) costs), all levels of personal protection, and profit, but these costs do not need to be broken out. Cost data is not required.

(B) An overtime hourly fixed labor rate shall be proposed for each labor category eligible for overtime. **The overtime loaded hourly fixed labor rate shall not be calculated as 1.5 times the fully loaded straight time rate.** The overtime rate shall be calculated as 1.5 times the base unloaded wage rate plus any additional costs associated with the increase in wage such as payroll taxes. There shall **not** be any additional amount associated with other indirect costs or profit. The following example depicts the method for calculating overtime rates:

	<u>Straight Time Rate</u>		<u>Overtime Premium</u>	<u>Overtime Rate</u>
Raw Rate	\$ 10.00		\$ 5.00	
Fringe Benefits (FB)	35%	Adjusted FB	1%*	
Overhead	90%		0%	
G&A	10%		0%	
Profit	5%		0%	
	<u>\$ 29.63</u>		<u>\$ 5.05</u>	<u>\$ 34.68</u>

\* Fringe Benefit Allocation is predicated based on the contractor's accounting system.

**The offeror shall propose overtime rates in a manner which is consistent with its accounting system** and provide a copy of its accounting policy with respect to the accounting for overtime premiums, as well as an example of the overtime rate calculation. Cost data is not required.

(C) The offeror's attention is directed to the requirements of the Section I clause entitled "SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41)(MAY 1989)". Employees subject to the Act must be compensated in accordance with the Act. At times, construction-type work may be required. Certain employees may then be subject to the Section I clause entitled "DAVIS BACON ACT (FAR 52.222-6)(FEB 1995)". When this occurs, the affected hourly fixed labor rates shall be adjusted in accordance with the Section H clause entitled, DBA LABOR RATES AND ADJUSTMENT TO HOURLY FIXED LABOR RATES;

therefore, the Davis Bacon Act need not be considered when determining the wage component of the hourly fixed labor rates.

(D) The straight time and overtime hourly fixed labor rates shall be entered in the appropriate places in Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT, and multiplied by the estimated quantity of hours to arrive at a price for personnel.

(4) Equipment. The Government has provided the estimated quantities for fixed rate equipment listed in the Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT. For each equipment item, the offeror shall provide **one** fixed rate. The loaded rate shall include costs associated with acquisition, storage, maintenance and repair, and disposal, as well as any applicable indirect costs and a profit margin, **in accordance with the offeror's accounting system**. Components of the rates should not be broken down. Cost data is not required. These rates shall be annotated in the appropriate places in clause FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT, and multiplied by the estimated quantities of equipment usage to arrive at a price for equipment for evaluation purposes.

Offerors shall propose only one rate for each and every category of equipment in order to be considered for award. In the event that there is a difference between the unit prices (daily fixed equipment rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly. **NOTE: THE FIXED EQUIPMENT RATE FOR CLINS 0141 and 0142 SHALL BE BASED ON A 100 FOOT SECTION.**

(5) Materials and Other Direct Costs (ODCs).

(A) Materials and Other Direct Costs include, but are not limited to the following site specific costs: direct materials; consumable items such as safety gear and sampling containers; travel expenses such as transportation, lodging, and per diem; and subcontracts for transportation and disposal or hazardous materials, analysis of samples of waste streams, site security services, utility and phone services, and any other necessary services.

(B) This is an Indefinite-Delivery, Indefinite-Quantity, Time and Materials (T&M) type contract. For the purposes of this contract, the other direct costs are considered "materials". If offerors normally apply a ceiling rate (indirect cost) as described in FAR 16.601(b)(2), this material handling charge shall not contain costs included in the fixed rates for labor and equipment. This material handling charge is subject to full review by the EPA and shall conform to the cost principles in FAR Part 31.

(C) Offerors are directed to Section G clause, PAYMENTS--FIXED RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APR 1984). Offerors shall propose to the extent applicable, a ceiling rate and/or other indirect costs expressed as a percentage.

(D) Offerors shall submit, separate from the technical proposal, the basis for the indirect cost rate indicating which portion of your computations are based upon historical data and which portion is based on

projection data, and the base to which it applies. Offerors shall also provide budget information and/or recent actual figures.

(E) The ceiling rate should be entered into the appropriate places in Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT, as a percentage and multiplied by the Government Estimate for Materials, Other Direct Costs, and Subcontracts. The resultant amount shall be added to the ODC estimate to arrive at a price for ODCs plus indirect costs.

(6) Audit Rights. The Government has the right to audit the prime contractor and proposed team subcontractors. The Contractor shall be responsible for any team subcontractor and shall inform them of the Government's right to audit.

### **L.13 CONFLICT OF INTEREST PLAN**

(a) Offerors shall submit, along with their price proposal, an Organizational Conflict of Interest Plan which outlines the procedures in place to identify and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address, step by step, the checks and balances in place to detect and report potential or actual COI at the organizational and personal level as set forth in Section L clause, MINIMUM STANDARDS FOR CONTRACTORS' CONFLICT OF INTEREST PLANS. The minimum standards set forth the criteria which offerors' COI plans must meet in order to be acceptable to the Agency.

(b) The plan shall be evaluated in accordance with the criteria set forth in the Section M clause entitled, EVALUATION OF PLANS SUBMITTED IN ACCORDANCE WITH THE SECTION L PROVISION ENTITLED "INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION".

### **L.14 MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS**

#### **(a) Corporate Structure**

(1) The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors shall report changes in its corporate structure to the Agency throughout contract performance.

(2) Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions, relationships, and activities. This background information will be very useful to CO's when evaluating whether or not a contractor has a COI.

(b) **Searching and Identifying COI.** The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

(c) **Data Base.** (1) The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval

system, however, the data base shall contain, at a minimum, the following information and capabilities:

(A) a list of the company's past and current (public and private) clients where the contractor has performed work;

(B) a description of the type(s) of work that was performed and any other pertinent information;

(C) a list of the past sites (when applicable) a contractor has worked;

(D) a list of site name(s) (when applicable) related to any work performed;

(E) the ability to search and retrieve the information in the data base;

(F) dollar value of work performed; and

(G) a list of work the company may be pursuing in the future.

(2) If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

(d) **Personal Certification.** At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or a Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require, at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and

understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

(e) **Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO)/Task Order (TO) Notification and Certification.** If the contract contains the requirement for WAs, TDDs, or DOs/TOs, the COI Plan shall describe the company's process for meeting the Agency's notification requirement prior to beginning work and for submission of the company's WA/TDD/DO/TO certification within 20 days of the EPA work.

NOTE: WA/TDD/DO/TO certifications are NOT required if the contract contains an annual certification. Nevertheless, the contractor's COI Plan shall address the procedures to be followed for WA/TDD/DO/TO certifications.

(f) **Annual Certification.** The COI Plan shall describe the process the company uses for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO/TO certification requirement. Nevertheless, the contractor's COI Plan shall address the procedures to be followed for annual certification.

(g) **Notification and Documentation**

(1) The COI Plan shall clearly identify the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

(2) The COI Plan shall clearly identify the process that is followed when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

(h) **Training.** The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan or Government COI regulations. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

(i) **Subcontractor's and/or Joint Venture Partners COI Plans.** The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors and/or Joint Venture partners are complying with the COI provisions in their contracts. It is important that subcontractors and/or Joint Venture Partners identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.



**L.15 MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLAN**

The written health and safety program plan shall be designed to identify, evaluate, and control health and safety hazards and provide for emergency response for hazardous waste operations. At a minimum, safety and health programs developed and implemented to meet other federal, state, and/or local regulations are considered acceptable in meeting this requirement if they are modified to address the following subjects for hazardous waste operations and emergency response.

- (a) An organizational structure.
- (b) A comprehensive workplan.
- (c) The safety and health training program.
- (d) The medical surveillance program.
- (e) Standard operating procedures for safety and health.
- (f) Any necessary interface between general program and site specific activities.

Offerors shall refer to OSHA regulations, Standard 1910.120, Hazardous Waste Operations and Emergency Response, Subpart H, Subpart Title: Hazardous Materials, for additional guidance on written health and safety program plans.

**L.16 MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION PLANS**

At a minimum, the offeror's Confidential Business Information (CBI) Plan shall address the following:

(a) The procedures for identifying and submitting sources of information that is collected from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction.

(b) The procedures for identifying and submitting sources of information that is collected from a State or local Government or Federal Agency.

(c) The procedures for collecting information directly from a business or from a source that represents a business or businesses, such as a trade association.

(d) The procedures for keeping all information collected from nonpublic sources confidential.

(e) The procedures for obtaining the written consent of the Contracting Officer, after obtaining a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information, to include ensuring that the Section H clauses entitled, SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70)(APR 1984), and TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71)(APR 1984) are included in all subcontracts requiring the subcontractor to collect information.

(f) Reference clause SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY, for additional guidance on subparagraphs (a) through (e) above.

(g) Its procedures for ensuring that CBI disclosed by the Agency in order to carry out work under this contract is (1) used only for the purposes of carrying out the work required by the contract, (2) not disclosed to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (3) returned to the PO or designee whenever the information is no longer required for performance of the work required by the contract, or upon completion of the contract.

(h) Its procedures for obtaining written agreements from each of its employees who will have access to the information before the employee is allowed access.

(i) Its procedures for ensuring that it does not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(j) Its procedures for obtaining the written consent of the Contracting Officer, after receiving a written determination from the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI to the subcontractor and for ensuring that Section H clause entitled TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION is included in any subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(k) Reference, TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION, for additional guidance on subparagraphs (g) through (j) above.

#### **L.17 PAST PERFORMANCE INFORMATION (EP 52.215-105) (DEC 1995) DEVIATION**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and major (over \$500,000 during the life of the contract) proposed subcontractors. Transportation and disposal (T&D) contractors are excluded from this requirement. The information may be submitted prior to other parts of the proposal. The EPA is requesting offerors to submit Past Performance Information **TWO WEEKS BEFORE DUE DATE FOR RECEIPT OF PROPOSALS**. This will enable the EPA to accelerate the evaluation process in order to meet and fulfill mission requirements. Non-compliance of the request will not deem an offeror as non-responsive, but receipt of an offeror's past performance information after the exact time specified for receipt of offers will render the entire offer late.

(b)(1) Offerors shall submit a list of all or 10 contracts and subcontracts completed in the last 3 years, all contracts and subcontracts currently in process, which are similar in nature to this requirement, and 25 references for projects worked consecutively and/or concurrently prior to September 1, 1998. References may be presented for projects completed prior to September 1, 1998 and for ongoing projects with start dates prior to September 1, 1998.

(2) For all proposed team subcontractors, offerors shall submit a list of all or 10 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement, and 25 references for projects worked concurrently and/or consecutively prior to September 1, 1998. References may be presented for projects completed prior to 1 September 1998 and for ongoing projects with start dates prior to September 1, 1998.

(3) For major subcontractors, offerors shall submit a list of all or 5 contracts and subcontracts completed in the last 3 years.

(4) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses which are of similar scope, magnitude, and complexity to that which is detailed in the RFP. Include the following information for each contract and subcontract:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting Officer or equivalent and telephone.
- (i) Program manager or equivalent and telephone.
- (j) Administrative Contracting Officer or equivalent, if different from #8, and telephone.
- (k) List of major (over \$500,000) subcontractors and all team subcontractors (if applicable).

(c) Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded.

(2) If none of the references respond, an offeror will receive a neutral score. Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

(d) If an offeror's reference provides adverse responses regarding the offeror's past performance, the Government will compare the adverse response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The government shall conduct communications with the offeror to address adverse past performance information to which the offeror has not previously had an opportunity to comment.

(e) Offerors must send Client Authorization Letters (Attachment 13) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.

(2) Client Authorization Letters should be mailed to individual references no later than five (5) working days prior to proposal submission. The offeror should forward a copy of the Client Authorization Letter as part of the "Other Written Information" required pursuant to the Section L provision entitled "INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION."

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Each offeror will be evaluated on performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, and complexity to this requirement. Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire (Attachment 14) will be used to collect this information. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) The Contracting Officer will retain the information collected on past performance in the official contract file.

#### **L.18 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)**

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 14 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

#### **L.19 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.20 EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)**

To evaluate offer for award purposes, the Government will apply your proposed fixed-prices/rates to the estimated quantities included in the solicitation (and add other direct costs, if applicable). The total evaluated quantities (plus other direct costs) represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the estimated quantities will be required or ordered.

**L.21 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)**

This procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: 100%

(b) 8(a) Program: Not Applicable

**L.22 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)**

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

**L.23 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (MAR 1997)**

Agency protests shall be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protestor may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.1(a)(3), any subsequent protest to the GAO must be filed within 10 days of knowledge of the Contracting Officer's adverse decision.

**SECTION M - EVALUATION FACTORS FOR AWARD**

**M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

**M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996)**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price. However, the Government reserves the right to make award decisions based on cost or price where the Contracting Officer deems that two (2) or more offers are essentially equal in all other evaluation factors other than cost or price.

(b) Technical Evaluation Criteria: The following technical evaluation criteria will be used to evaluate the resumes, past performance information, and oral presentations (experience, scenarios and pop quiz, and question and answer session.)

TECHNICAL EVALUATION SUMMARY

CATEGORY	POINTS
(1) SCENARIOS AND POP QUIZ/QUESTION AND ANSWER SESSION	50
<p>The offeror's presentation in the following areas will be considered in this evaluation: Fire Scenario, Oil Scenario, Vinyl Chloride Scenario, and Pop Quiz/Question and Answer Session. The information required by the Section L, Clause L.12, <u>INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION</u>, will be the basis for this evaluation. This information will be evaluated to determine the offeror's understanding of the work and ability to perform the contract. All sub-elements carry equal weight.</p>	
(2) KEY PERSONNEL RESUMES	10
<p>The offeror will be evaluated on the qualification and experience levels of the personnel being proposed as key personnel.</p>	
(3) PAST PERFORMANCE	40
<p>The offeror will be evaluated on past performance information obtained by the Contracting Officer from any reference associated with the offeror's described contracts/projects. The Government will utilize the Past Performance Questionnaire (Attachment 14) in developing the past performance information. The Government will evaluate the following criteria: quality of product or service; timeliness of performance; effectiveness of management (including subcontractors); initiative in meeting requirements; response to technical direction; responsiveness to performance problems; compliance with cost estimates; customer satisfaction; and overall performance. All sub-elements carry equal weight.</p>	
<p>(c) The scenarios, pop quiz/question and answer session, and key personnel resumes will be evaluated in accordance with the scoring plan described in EPAAR 1515.608(a)(1). Past Performance will be evaluated according to the following scoring plan:</p>	

## SCORING PLAN

<u>Value</u>	<u>Descriptive Statement</u>
1	<p>A significant majority of sources of information are consistently firm in stating that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. Customer complaints are substantial or numerous and are well-founded. Or, although not debarred or suspended, the offeror is under indictment or has been convicted of criminal conduct, or has been found civilly liable for fraud or negligence. The offeror either has presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective.</p>



- 2 Many sources of information make unfavorable reports about the offeror's performance and either express serious doubts about doing business with the offeror again or state that they would refuse to do so. However, there are some favorable reports, and some sources of information indicate that they would do business with the offeror again. There are many significant, serious, and well-founded complaints, but there are some reports of very good performance. The offeror may have been indicted, pled guilty, or may have been found guilty in matters of criminal conduct, but the issues are unresolved, relatively minor, or do not reflect a company-wide or managerial pattern of wrongdoing. The offeror may have lost civil suits for fraud or negligence, but there is no company-wide or managerial pattern of fraudulent, negligent, or criminal conduct.
- 3 No record exists, or sources of information are roughly divided over the quality of the offeror's performance. While some state that they would do business with the offeror again, others are doubtful or would not. Complaints are balanced by reports of good work. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old.
- 4 Most sources of information state that the offeror's performance was good, better than average, etc., and that they would willingly do business with the offeror again. Complaints, though perhaps well-founded, are few and relatively minor. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.
- 5 A significant majority of the sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. Complaints are negligible or unfounded. The offeror has no record of criminal conduct, fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.

**M.3 EVALUATION OF PLANS SUBMITTED IN ACCORDANCE WITH THE SECTION L PROVISION ENTITLED "INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION"**

(a) Offerors are required to submit the following plans in response to this solicitation, which will be evaluated as acceptable or unacceptable:

- (1) Confidential Business Information Plan,

- (2) Conflict of Interest Plan,
- (3) Professional Employee Compensation Plan,
- (4) Quality Management Plan,
- (5) Quality Assurance Project Plan, and
- (6) Health and Safety Program Plan.

(b) To be considered acceptable, the Confidential Business Information Plan must comply with the minimum standards outlined in the Section L, clause entitled, MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION (CBI) PLANS. To be considered acceptable, the Conflict of Interest Plan must comply with the minimum standards outlined in the Section L, clause entitled, MINIMUM STANDARDS FOR COI PLANS. To be considered acceptable, the Professional Employee Compensation Plan must comply with the minimum requirements outlined in the Section L clause entitled, EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46)(FEB 1993). To be considered acceptable, the Quality Management Plan must comply with the minimum requirements outlined in Chapter 3 of Attachment 3 entitled "EPA REQUIREMENTS FOR QUALITY MANAGEMENT PLANS (EPA QA/R-2), OCTOBER 1998)." To be considered acceptable, the Quality Assurance Project Plan must comply with the minimum requirements outlined in Chapter 3 of Attachment 4 entitled "EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS FOR ENVIRONMENTAL DATA OPERATIONS (EPA QA/R-5), OCTOBER 1998)." To be considered acceptable, the Health and Safety Program Plan must comply with the minimum standards outlined in Section L clause entitled, MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLANS.

(c) All aspects of the business plan must be acceptable upon completion of discussions, if applicable. If any section is considered unacceptable upon completion of discussions, if applicable, the entire business plan will be given an unacceptable rating and the offeror will not be eligible for contract award.

ATTACHMENT 1

GENERAL WAGE DETERMINATION UNDER THE DAVIS-BACON ACT

AT THE TIME OF AWARD, THE CONTRACT WILL INCORPORATE THE APPLICABLE GENERAL  
WAGE DETERMINATION FOR THE STATES OF IL, IN, OH, MI, MN, AND WI.

ATTACHMENT 2

DBA COMPENSATION WORKSHEET

## DBA WORKSHEET

Delivery Order Number: \_\_\_\_\_ Site Name: \_\_\_\_\_

1. DBA General Decision Number: \_\_\_\_\_  
 State: \_\_\_\_\_  
 County or Subdivision: \_\_\_\_\_
2. DBA Labor Category: \_\_\_\_\_  
 Identification Number and Date: \_\_\_\_\_
3. DBA Compensation requirements (on a per hour basis)
  - a) Wage Rate: \$ \_\_\_\_\_
  - b) Fringe Benefits \_\_\_\_\_
  - c) Stated as a flat dollar amount: \_\_\_\_\_
  - d) Stated as a percentage of wage rate\* \_\_\_\_\_
  - e) Dollar equivalent of days off\*\* \_\_\_\_\_
  - f) Total DBA required compensation: \$ \_\_\_\_\_
4. Corresponding Personnel Classification CLIN Description: \_\_\_\_\_  
 Applicable Fixed Hourly Rate: \_\_\_\_\_  
 Contract Year (Base, First or Second Option Period): \_\_\_\_\_
5.
  - a) Raw wage component of Fixed Hourly Rate: \_\_\_\_\_
  - b) Fringe benefit component of Fixed Hourly Rate: \_\_\_\_\_
  - c) Total Compensation component of Fixed Hourly Rate: \_\_\_\_\_
6.
  - a) DBA compensation (from 3f above): \_\_\_\_\_
  - b) Less Fixed Hourly Rate compensation (from 5c above): \_\_\_\_\_
  - c) Differential (enter -0- if -0- or negative): \_\_\_\_\_
7. Adjustment to the Fixed Hourly Rate.
 

Unadjusted Fixed Hourly Rate (from 4 above)	\$ _____
Positive Differential (6c above)	_____
10% of positive differential:***	_____
Adjusted Fixed Hourly Rate:	\$ _____

## NOTES

\*Fringe benefits are sometimes stated as a flat dollar amount and as a percentage of the DBA wage rate. (For example, Wage Rate=\$10.00 per hour, Fringe = \$1.50 + 5%.) The flat amount is \$1.50 and the percentage amounts to .05 x \$10.00 = \$0.50 per hour.

\*\*Fringe benefits sometimes include days off for holidays and vacation days. Days off are converted to a dollar equivalent as follows:

Example: Employee receives 10 holidays and 2 weeks vacation. Total days off = 20 days, 20 days @ 8 hours/day = 160 hours x DBA hourly wage (use \$10.00 from first note) = \$1600. Hours per year: 52 weeks x 40 hours/week = 2,080 hours. Dollar equivalent of days off: \$1600/2,080 = \$0.77 per hour.

\*\*\*The adjustment includes 10% of the positive differential to compensate the

contractor for additional payroll taxes and unemployment premiums required on the differential, which is additional raw wage.

ATTACHMENT 3

EPA REQUIREMENTS FOR QUALITY MANAGEMENT PLANS (EPA QA/R2), OCTOBER 1998



The document is available for downloading at the following Website:

<http://es.epa.gov/ncerqa/qa/>

(Click EPA Quality System Documents)

If you are unable to download a copy of this manual, please provide your request in writing and submit to Gene H. Jackson, at the address on page 1 of the RFP or e-mail request to [jackson.gene@epamail.epa.gov](mailto:jackson.gene@epamail.epa.gov)

ATTACHMENT 4

EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS FOR ENVIRONMENTAL DATA  
OPERATIONS (EPA QA/R-5), OCTOBER 1998

The document is available for downloading at the following Website:

<http://es.epa.gov/ncerqa/qa/>

(Click EPA Quality System Documents)

If you are unable to download a copy of this guidance, please submit your request in writing to to Gene H. Jackson, at the address on page 1 of the RFP, or e-mail request to [jackson.gene@epamail.epa.gov](mailto:jackson.gene@epamail.epa.gov)

ATTACHMENT 5

REGION 5 SUPERFUND MODEL QUALITY ASSURANCE PROJECT PLAN, REVISION 1 MAY 1996

This document is not available on the internet. We will provide you with a copy of this guidance by sending your request to Gene H. Jackson, at the address on page 1 of the RFP, or e-mail your request to [jackson.gene@epamail.epa.gov](mailto:jackson.gene@epamail.epa.gov)

ATTACHMENT 6

GUIDANCE ON QUALITY ASSURANCE PROJECT PLANS (QA/G-5), FEBRUARY 1998

The document is available for downloading at the following Website:

<http://es.epa.gov/ncerqa/qa/>

(Click EPA Quality System Documents)

If you are unable to download a copy of this guidance, please submit your request in writing to to Gene H. Jackson, at the address on page 1 of the RFP, or e-mail request to [jackson.gene@epamail.epa.gov](mailto:jackson.gene@epamail.epa.gov)

ATTACHMENT 7

QA/QC GUIDANCE FOR REMOVAL ACTIVITIES: SAMPLING QA/QC PLAN AND DATA VALIDATION  
PROCEDURES, INTERIM FINAL GUIDANCE, OSWER DIRECTIVE 9360.4-01,  
EPA/540/G-90/004, APRIL 1990



This document is not available on the internet. We will provide you with a copy of this guidance by sending your request to Gene H. Jackson, at the address on page 1 of the RFP, or e-mail your request to [jackson.gene@epamail.epa.gov](mailto:jackson.gene@epamail.epa.gov)

ATTACHMENT 8

USING QUALIFIED DATA TO DOCUMENT AN OBSERVED RELEASE AND OBSERVED CONTAINMENT

This document is not available on the internet. We will provide you with a copy of this guidance by sending your request to Gene H. Jackson, at the address on page 1 of the RFP, or e-mail your request to [jackson.gene@epamail.epa.gov](mailto:jackson.gene@epamail.epa.gov)

ATTACHMENT 9

EPA FORM 1900-55, CONTRACTOR DAILY COST REPORT

This document is not available on the internet. We will provide you with a copy of this guidance by sending your request to Gene H. Jackson, at the address on page 1 of the RFP, or e-mail your request to [jackson.gene@epamail.epa.gov](mailto:jackson.gene@epamail.epa.gov)

ATTACHMENT 10

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS  
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the name and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.).
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From: To: Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_\_"

of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

---

(Name of Official)

---

(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.



INVOICE PREPARATION INSTRUCTIONS  
SF 1035

The information which a contractor is required in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A Summary of Claimed Current and Cumulative Costs and Fee by Major Cost Element** - Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

**NOTE:** Amounts claimed on vouchers must be based on records maintained by the contractor which show, by major cost element, the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

## SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify the trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified in the contractor's accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

#### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation, showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.

- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rates(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods, the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "FINAL VOUCHER" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and Other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 11

SITE SPECIFIC INVOICING REQUIREMENTS

---

SITE SPECIFIC INVOICING REQUIREMENTS

---

This is not considered to be contradictory or in place of other contract clauses. Changes to the required format of the site specific attachment may be necessary to assist the Environmental Protection Agency's cost recovery efforts. The EPA will notify the contractor of any format changes as they become necessary.

---

The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable unit with an EPA site/spill identifier (SSID). These invoices may be for: current expenses, reclaim for suspended costs, indirect cost adjustments, or audit adjustments. Invoices/vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter "R" must be added to the end of the voucher number, i.e., 123R1 (if it requires more than one reclaim, invoices are to be numbered 123R2, 123R3, etc.). All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end with letter "Z", i.e., 117Z. Likewise, adjustments due to audit reports and a Contracting Officer letter referring to the subject audit reports, must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter "X", i.e., 146X. For example:

Voucher Purpose	Original Voucher	Reclaim Suspended Costs	Indirect Cost Rate Adjustments	Audit Adjustments
Voucher No.	123	123R1, 123R2	117Z	146X

Invoices shall also include the following information:

1. A cost element summary that summarizes all the costs invoiced for the billing period by cost element as labor, travel, equipment, other direct, subcontract and overhead or indirect costs, as identified elsewhere in the contract.

2. A site specific detail attachment (Site/Specific Attachment) to the invoice. All invoiced costs are separated into the following categories:

- ◆ Sites with an EPA SSID, e.g., "01KS," one line per site should be used. (See description at item 2, page 3.)
- ◆ All other sites without an EPA SSID, e.g. "ZZ," one line per site should be used;
- ◆ Superfund non-site-specific costs for the whole contract and project support costs incurred on each multi-site task order, one line per task order.
- ◆ Non-Superfund costs, as applicable, one line item.

The required format of the invoice Site/Specific attachment is provided in Exhibit I. The sum of the detailed costs on the Site/Specific attachment must equal the total amount invoiced as shown on the cost element summary. Contractors responsible for contracts that involve task orders may submit a separate page for each task order [applying the same format] if so directed by the EPA project officer. The Contractor shall use the invoice site/specific attachment to record current monthly charges, indirect rate/audit adjustments, and adjustments for previously invoiced costs.

Contractors shall submit the invoices/vouchers in compliance with the contract "Submission of Invoices" clause to the Research Triangle Park-Financial Management Center (RTP-FMC).

At fiscal year-end, contractors shall also allocate their non-site specific costs through the annual allocation process as described in the Section G clause entitled "Annual Allocation of Non-Site Costs (EP 52.242-310)(Oct 1991)".

Questions regarding site specific invoicing requirements should be directed to the Chief, Contract Payment Section, RTP-FMC at (919) 541-2304. Questions regarding Annual Allocation should be directed to the Chief, Superfund Accounting Branch, Financial Management Division at (202) 260-9268.

#### EXPLANATION OF EXHIBIT I SITE SPECIFIC DETAIL ATTACHMENT

The Contractor shall report the total invoiced costs on the invoice site/specific attachment broken down by the five categories of site/non-site charges: Sites with an EPA SSID; all other sites without an EPA SSID; Superfund non-site costs; non-Superfund costs; and previous invoice site corrections. For each site/non-site charge incurred during the billing period, the Contractor shall provide the following information:

<u>Column No.</u>	<u>Column Title</u>
1	(Optional) <u>Task Order Number</u> - The full task order number is provided by the Contracting Officer. If the Contractor is providing a separate page for each task order, the task order number may be placed in the upper left corner. Otherwise the task order numbers must be placed in this column.
2	<p><u>Region/SSID</u> - This four-digit code, i.e., 01X3 or 1X3, consists of:</p> <p>a. The first digit will always be a "0". If the region exceeds the use of two-digit sites, then the first digit will be an alpha, i.e., "A", "B", etc. Thus the SSID will be 1X3.</p> <p>b. The second digit is the regional identifier, i.e., one (1) for Region I, two (2) for Region 2, etc., and zero (0) for Region 10.</p> <p>c. The third and fourth digits, representing</p>



the sites, are the last two digits of the four-digit SSID (see 2.a.).

Example: If Region I sites did not exceed two digits, the Region/SSID will be 01X3; however, if Region I sites exceeded the two digits, the Region SSID will be A1X3.

- 3        Action Code - Starting with FY 96 funding, a two-digit action code must be used to represent different remedial, removal, and enforcement actions, as provided by the Project Officer, via the task order.
- 4        Operable Unit - If an EPA SSID has been separated into operable units or sub-sites for cost recovery purposes and have not been assigned their own SSID, the costs should be included on the invoice by the operable unit name and any numeric designation of two digits. The operable unit number must be provided by the EPA Project Officer. These operable unit costs should be subtotaled by the "parent" SSID for internal tracking purposes by EPA.
- 5        Site Name or Non-site Description - The name of the site, up to 28 characters. When the site name exceeds 28 characters, use the first 18. NOTE: For non-site-specific activities, use this column to briefly describe the non-site activity.
- 6        Action Sequence Number - The three-digit code used to represent the activities performed as given by "CERCLIS III." This number will be provided by the Project Officer as he acquires it from "CERCLIS III." This three-digit code is provided via the task order.
- 7        IFMS Line Reference - Column shall be left blank. The IFMS line reference will be inserted by an EPA invoice Approving Official (PO/FOSC). This three-digit line reference is found on the Invoice Approval Form (2550-19T).
- 8        Invoice Number/Legend - For corrections, insert the invoice number referencing the original charge for which the correction is being made. An invoice legend must be included at the bottom of the attachment, or on a separate enclosure to the Site/Specific Attachment. The invoice legend shall describe the reason for the correction as it relates to a previously invoiced and paid amount. If more than one correction is made, an explanation must be given for each by referencing the invoice number. The net amount for all corrections in column nine

(9) must always be zero "00."

- 9                    Current/Adjustment Amount - The amount to be charged or credited to the SSID, Operable Unit, pre-SSID, or non-site-specific account. if there are operable units within a site, list the cost of each Operable Unit and provide a subtotal for each SSID. SSID's must be sorted by regional site within each region.
- 10                   Cumulative Charge - Show the cumulative charge for each Operable Unit, SSID, or Pre-SSID.

Incurred and claimed charges should be listed and subtotaled on the Site/Specific Attachment by row sequential order.

<u>Row</u>	<u>Row Title</u>
1	Previous invoice site corrections: This is not for reclaiming previously suspended costs, nor intended for any indirect cost or audit adjustments. Only corrections or adjustment of site costs charged to previous invoices shall be listed in Row 1. The subtotal for all corrections or adjustments in this row should equal zero. Every line item correction or adjustment must reference an original invoice number where the charge first appeared and a reason for the adjustment.
2	Sites With SSID: Cost for sites with and EPA SSID. The SSID is provided by the EPA Project Officer.
3	Sites Without SSID: Costs associated with Superfund site-specific work where no SSID has been established, "ZZ" accounts. Once the SSID is established, all "ZZ" cost associated with that site should be reclassified (adjusted from the "ZZ" to the appropriate site within 30 days of establishing the SSID). Thus, the contractor must, immediately, submit a letter to the Project Officer with a Site/Specific Attachment. Only section one (1) - Previous Invoice Site Correction - must be completed. Consequently, the PO approves the reclassification letter and sends it to RTP-Financial Management Center for cost redistribution.
4	Non-site Superfund: Superfund non-site-specific costs, along with base and award fees, as described below.
	<u>Contract-wide Program Management - Technical and Administrative</u> : For those contracts requiring separate identification of technical and

administrative program management such as RACS, the respective amounts should be delineated in compliance with instructions provided either by the contract or task order. The requirement for separation of program management is defined in "Administrative Guidance under RACS" and is available from the Superfund Regional Management Branch, Superfund/RCRA Procurement Operations Division, Office of Acquisition Management (OAM).

For contractors not subject to the technical/administrative differentiation requirements, contract-wide program management should be listed under "Contract-wide Program Management-Administrative."

Task Order Project Support: This line(s) shall include non-site-specific project support and management incurred with individual multi-site task orders. The Contractor should note that these costs should also be allocated to the sites under each respective task order as part of the annual allocation process. For further Guidance on annual allocation, contact the Superfund Accounting Branch.

Other Non-Site-Specific Activities: If the contractors engage in activities apart from program management as described above, which cannot be related to specific sites, each of these activities must be described under the column six (Site Name/Non-site description). The purpose of breaking out non-site activities from program support is to assist the Contractor and EPA in preparing the Annual Allocation report at the end of the year. The non-site activities must be determined to be either site-support or program-wide for cost recovery through the Annual Allocation process. Please note that, like Contract-wide non-site activities, these are also allocated to sites through the Annual Allocation process. See the Annual allocation contract clause and guidance for further details or contact the Chief, Superfund Accounting Branch.

Base and Award Fees: Base and Award Fees which are not site-specific should be listed in this Superfund Non-Site Section.

5

Non-Superfund: All non-Superfund costs invoiced should be reported on the Site/Specific Attachment by appropriation such as Oil, RCRA, etc. These costs must be sorted by task order within each appropriation, as directed by the

Project Officer.

6

Total Invoice Amount: This amount is the total of the costs listed in column 9, "Current/Adjustment Amount", i.e., the total charges for this billing period. This must equal the total amount of the invoice cost element summary. There should be no total for the cumulative charge column.

NOTES TO SITE ATTACHMENT

- ◆ Provide one line per site or activity, sorted alpha/numerically and by Region.
- ◆ Page Formatting:
  - Upper Left Corner - Contract Number, Task Order Number (if applicable), and Invoice Number.
  - Upper Right Corner - Contractor Name and Invoice Period of Performance.
  - Bottom Left Corner - Invoice Legend for previous invoice adjustments. This information may be provided as an enclosure to the Site/Specific Attachment if it cannot be provided on the bottom left corner.
  - Bottom Right Corner - Page number for the attachments, i.e., Page 1 of 7, 2 of 7, etc.

ATTACHMENT 12

SERVICE CONTRACT ACT WAGE DETERMINATION

This document is not available on the internet. We will provide you with a copy of this guidance by sending your request to Gene H. Jackson, at the address on page 1 of the RFP, or e-mail your request to [jackson.gene@epamail.epa.gov](mailto:jackson.gene@epamail.epa.gov)

ATTACHMENT 13

CLIENT AUTHORIZATION LETTER

**CLIENT AUTHORIZATION LETTER**

[Addressee]

Dear "Client":

We are currently responding to the U.S. Environmental Protection Agency (EPA) RFP No. \_\_\_\_\_ for the procurement of \_\_\_\_\_. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor. The EPA requires offerors to inform references identified in proposals that the EPA may contact them about past performance information.

If you are contacted by the EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to the EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to \_\_\_\_\_ (offeror's point-of-contact).

Sincerely,



ATTACHMENT 14

PAST PERFORMANCE QUESTIONNAIRE

## PAST PERFORMANCE QUESTIONNAIRE

## SOURCE SELECTION SENSITIVE INFORMATION

Name of Offeror: \_\_\_\_\_

POC and Telephone No. for Offeror: \_\_\_\_\_

Name of Team Subcontractor: \_\_\_\_\_

POC and Telephone No. for Team Subcontractor: \_\_\_\_\_

## SECTION I - TO BE COMPLETED BY THE OFFEROR

Reference Information:

Company/Agency Name: \_\_\_\_\_

Company/Agency Address: \_\_\_\_\_

POC for Company/Agency: \_\_\_\_\_

Phone Number for Company/Agency: \_\_\_\_\_

Contract Information:

Contract Number and Project/Site Name: \_\_\_\_\_

Description of Services: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

## SECTION II - TO BE COMPLETED BY THE GOVERNMENT

(N/A=NOT APPLICABLE; A=OUTSTANDING; B=SLIGHTLY ABOVE SATISFACTORY;  
C=SATISFACTORY; D=SLIGHTLY BELOW SATISFACTORY; E=UNSATISFACTORY)

PERFORMANCE ELEMENTS	N/A	A	B	C	D	E
1. Quality of Product or Service	_____	_____	_____	_____	_____	_____
2. Timeliness of Performance	_____	_____	_____	_____	_____	_____
3. Effectiveness of						

Management (including  
Subcontractors) \_\_\_\_\_

4. Initiative in  
Meeting  
Requirements \_\_\_\_\_

(N/A=NOT APPLICABLE; A=OUTSTANDING; B=SLIGHTLY ABOVE SATISFACTORY;  
C=SATISFACTORY; D=SLIGHTLY BELOW SATISFACTORY; E=UNSATISFACTORY)

PERFORMANCE ELEMENTS	N/A	A	B	C	D	E
5. Response to Technical Direction	_____	_____	_____	_____	_____	_____
6. Responsiveness to Performance Problems	_____	_____	_____	_____	_____	_____
7. Compliance with Cost Estimates	_____	_____	_____	_____	_____	_____
8. Customer Satisfaction	_____	_____	_____	_____	_____	_____
9. Overall Performance	_____	_____	_____	_____	_____	_____

10. Remarks on outstanding performance: (provide data supporting this  
observation, continue on a separate sheet if needed.)

---



---

11. Remarks on unsatisfactory performance: (provide data supporting this  
observation, continue on a separate sheet if needed.)

---



---

12. Please identify any corporate affiliations with the offeror.

---



---

13. Would you do business with \_\_\_\_\_ again? \_\_\_\_Yes \_\_\_\_No  
(Insert offeror's name)

14. Information provided by:

Name of Point of Contact:\_\_\_\_\_

Title:\_\_\_\_\_

Company Address:\_\_\_\_\_

Street City State Zip Code

Telephone:\_\_\_\_\_ FAX number:\_\_\_\_\_

Date & Time of Call:\_\_\_\_\_

15. Questionnaire completed by:

Name of EPA Employee:\_\_\_\_\_

Signature of EPA Employee:\_\_\_\_\_

Title:\_\_\_\_\_

Date Questionnaire Complete:\_\_\_\_\_